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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

Judicial Salaries in the United States and Here.

WE NOTICE elsewhere an article on the work of the Supreme Court of the United States, which appeared last April in the *Central Law Journal*. In its issue of 11th November, our contemporary says that the article has been called to the attention of the United States Senate and has been ordered to be printed as a public document, with a view, no doubt, to bringing the question of the Federal Administration of Justice into prominence. This is an honour to legal journalism of which the *Central Law Journal* may be justly proud, and that paper suggests that the same publicity might well be given to another recent article (11th October) on "The Relief of Federal Courts and the Pay of Federal Judges." As to the former of these two subjects, we need say nothing except that a scheme is now under consideration for the creation of eighteen Federal judges-at-large, two for each judicial circuit, to render temporary assistance in the Federal District Courts. This, we understand, is necessitated by the great increase of work under the Prohibition Amendment and the Volstead Act, which has thrown the business on the Federal instead of the State Courts. But it is suggested that this business should be restricted to important cases. Without it there seems to be quite sufficient increase of business, due to growth of population and other causes, to try severely the existing judicial machinery. Another point is the pay of the Federal judges. The Chief Justice—now Mr. TAFT—receives $15,000 a year. This is compared with the $50,000 of the highest judicial officer here, "plus allowances and a stately official residence in the Palace of Westminster." But, alas! it is not given to all men to know all things, and our contemporary does not know that this stately residence is ill-equipped with bathrooms, and is "declined with thanks." The Associate Justices of the Supreme Court receive $14,500 a year; Circuit Judges $8,500, and District Judges $7,500. These are compared with the $25,000 a year of an English judge, who also

has a pension of two-thirds. Our contemporary, or rather Mr. MAX ISAAC, the writer of the article in question, thinks that England, as compared with the United States, does very well by her judges. That may be so, but the United States judges escape income tax, and English judges do not, and we believe they are still waiting for the Government to settle what is to be done about it.

Abuse of Solicitors.

AN ESTEEMED correspondent takes us to task for printing, without protest, in our review of Sir EDWARD FRY'S Memoir, his reference to estates in Chancery being, under the old system, "devoured by the costs of the solicitors who gathered round the corpse." He says that, although writing for the *Solicitors' Journal*, we passed over the words "apparently with complacency." We are indebted to him for the "apparently," for, in fact, we were busy at the moment with considering what seemed to be Sir EDWARD FRY'S claim to be the inventor of the originating summons, and thinking, perhaps somewhat hastily—*currente calamo*—shall we or shall we not protest? we decided that the important thing was the originating summons, and the corpse business, though in bad taste, was really matter of form. Wasn't it JOHN WESLEY who described a bill in Chancery as that "foul thing," and much of the abuse which, mainly in fiction, gathered round solicitors was due to their association with an evil system. Certainly it was not Sir EDWARD FRY who, as a Judge of the Chancery Division, was specially down on solicitors. We hope the present-day practitioner does not know or remember what judge it was, and we are not going to revive an old trouble and enlighten him. No doubt, if it were still possible, Sir EDWARD FRY would say—"Yes, I ought to have expressed that differently. I did not really mean that solicitors were vultures, or how could I in my Bar days have fed at their beaks"—or should it be hands?

The Public Trustee Controversy.

WE REFERRED, *ante* p. 68, to the letter of Mr. SAMUEL GARRETT to *The Times* (15th November), calling attention to the deficiency in the working expenses of the Public Trustee's office, and urging, in accordance with the recommendations in his minority report of 1919, that the true remedy was not to increase fees and so check business, but to cut off the extraneous work in connection with trusts which the Public Trustee had undertaken. Naturally, this did not pass without criticism, and Sir GEORGE MURRAY, the Chairman of the Public Trustee Committee, and the other members who signed the majority report, in a letter to *The Times* of 23rd November, emphasized the explanation of the deficiency which the Public Trustee gave in his report for 1920-21, namely, that it was due to bonus and other special expenses which are in course of reduction. It is claimed, therefore, that the deficit, so far from increasing, is being reduced, and is likely to disappear altogether next year. Then, as to whether the drop in new business for last year is due to the deterrent effect of the increased fees, Sir GEORGE MURRAY and his co-signatories say that this may be so, but neither Mr. GARRETT nor anybody else is in a position to say that it is, and here again they rely on the Public Trustee, who, in his report, said that it was impossible from the experience of a single year—itself a year in which general economic conditions were far from normal—to estimate the effect of the increased fees upon new business. "Undoubtedly," he said, "there is some deterrent, but any attempt to guage its extent would be pure guesswork. Meanwhile, new business is coming in steadily." The majority of the Committee make further answers to Mr. GARRETT'S criticisms, upon which we need not enter, but finally they say that the operation which Mr. GARRETT proposed was to divert all the detailed work of trusteeship into the hands of solicitors and other outside agencies, leaving the Public Trustee in the position of a general supervisor or custodian. "Whatever may have been the ultimate effect of this proposal on the finances of the department, we think that the beneficiaries would probably have found the remedy too costly, and would prefer to be left with the 'malady' unalleviated."

Increased Fees as a deterrent to Business.

IN A LETTER to *The Times* of 29th November, Mr. GARRETT welcomes this reply as defining the issues, and, as regards the objection that nobody can say whether the decline in business is due to the deterrent effect of increased fees, he affirms that it is so and that it is proved beyond discussion. He relies upon the present great difference between the fees of the Public Trustee and those of banks and insurance companies which do trustee business. "Down to 1919," says Mr. GARRETT, "the fees were substantially the same. In 1920, the new scale was introduced, which doubled, trebled, quadrupled, or even quintupled the Public Trustee's capital fees according to the amount and character of the estate." And here he sees the cause of the decline in business, which he regrets, for he agrees with the majority of the Committee as to the public utility of the Department, if conducted on commercially sound lines. In support of his view he gives a table showing the acceptance and management fees for an estate of £50,000, in the case of the Public Trustee, a bank and an insurance company. Without going into details, the respective totals in the same order are £1,232 10s., £237 10s., £275. We do not suggest that those figures should be accepted without examination, but they indicate such a difference of expense as may well be decisive in the choice of a bank or insurance company in preference to the Public Trustee. We have said enough to show that the Public Trustee's Office has a serious case to meet, and it may be that it will have to face the choice of being cut out by its competitors or of having to lessen its exertions and reduce its fees. As we said when we last commented on the matter, there is beyond this the very practical question whether the Public Trustee should be allowed to absorb into his Office work which can be better done outside. As regards the comparative advantages of banks and insurance offices and the Public Trustee's Office, we believe that convenience to beneficiaries will probably be found to point to the employment of the former. To some extent, probably, the reduced fees are balanced by outside charges, but it is legitimate to suggest that the outside legal and other work is more efficient than that of the Office.

The Meaning of the Term "Rent."

THE NEW Lord Mayor's and City of London Court, recently formed as one tribunal out of those two old courts, figures in an interesting little case under the Rent Restriction Act, 1920: *H. Woods & Co. Limited* v. *City and West End Properties, Limited* (*Times*, 19th November). The plaintiffs had occupied as the defendants' tenants a room in the City, and by an agreement dated 30th March, 1906, they became yearly tenants at a rent of £18 a year, "with an additional rent of two shillings a week as the tenants' contribution towards the expenses of the housekeeper for cleaning the premises, such additional rent to be recoverable by distress." The question which arose was whether the standard rent of the premises was £18 or £23 4s., *i.e.*, whether or not the additional weekly payment for caretaker's services was to be treated as rent. Had the agreement not contained a provision defining this payment as being "additional rent," and providing that it was to be recoverable by distress, there might have been some difficulty in deciding its precise legal character. But the parties had themselves concluded the matter by inserting those special provisions, and it hardly seems surprising that both the assistant-judge who tried the case, and on appeal the Divisional Court, held that the standard rent must include this additional sum. The only contention open to the tenant was that the agreement made it clear that the payment was in fact not for the user of the building but for a personal service, so that the words "additional rent" must be construed as being a popular phrase, not a term of art. This seems a refinement, however, and not a rule of construction properly applicable to the interpretation of a statute in which a temporary amendment of the law is made for purely practical purposes, as distinguished from a statute amending the law for technical purposes of simplification or improvement, in which a technical construction ought to be placed on each technical term employed.

Betting Cheques and Bankruptcy Proceedings.

IT HAS BEEN pointed out in these columns on more than one occasion that the now celebrated decision of the House of Lords in *Briggs* v. *Sutters* (*ante*, 48 (9)), would certainly give rise to difficulties in the case of bankrupts. Since a bankrupt's property vests in his trustee for the benefit of his creditors, it becomes the duty of the trustee to collect all available debts due to the bankrupt, and obviously this is an imperative, not a discretionary, obligation of law. But the decision in *Briggs* v. *Sutters* means that, as the result of s. 2 of the Gaming Act, 1835, the amount paid on behalf of a losing bettor through the honouring of his cheque by his bank, is in law a "debt" due to the loser by the payee of the cheque. Clearly, the trustee in bankruptcy must make an adequate effort to recover such sums so paid. But a betting cheque does not usually make clear on the face of it the fact that it has been given for a consideration of this kind; hence an examination of all cheques paid within the statutory limitation of six years seems necessary. This difficulty is just illustrated by *In re Brudenell Bruce Sievier* (*Times*, 16th November), where the Official Receiver attended to examine the debtor against whom a receiving order had been made on 11th November, 1920. The debtor, on being demobilized from the army, had commenced business as a "turf accountant" with a capital of £700, but discontinued business in June, 1920, the failure being attributed to betting losses, which, according to the accounts filed in the bankruptcy, amounted to £3,000. The Official Receiver asked whether these losses were paid by cheque, and received the answer "Yes." He then pointed out that it was his duty to recover the same from the payees, in accordance with the recent decision of the House of Lords. It was, therefore, necessary to ask for a detailed account of each cheque, and the examination of the debtor was adjourned for that purpose.

The Meaning of "Merchantable" Quality.

IT NOT infrequently happens that a very simple and sensible rule of law, when expressed with the conciseness of statutory language, gives rise to a great deal of judge-made law; for the interpretation of simple phrases is always the most difficult. "Merchantable quality," in s. 14 (2) of the Sale of Goods Act, 1893, has been a fruitful source of such difficulties. That subsection provides that "where goods are bought by description from a seller who deals in goods of that description . . . there is an implied condition that the goods shall be of merchantable quality." This is simple, just, and equitable. But unfortunately, it is not always easy to decide whether or not a defect in goods deprives them of the statutory characteristic "merchantable quality." A case in point is afforded by *Sumner, Permain & Co.* v. *J. G. Webb & Co.* (*ante*, 74 (17)). Here the manufacturers of certain mineral waters sold to merchants who carry on business in Buenos Ayres a large quantity of their own mineral waters under the description of "Webb's Indian Tonic Water," to be delivered f.o.b. London; but the vendors knew that it was to be sold and consumed in the Argentine Republic. They did not know that by Argentine law any article of food or drink containing salicylic acid is prohibited. Their waters contained this acid; and the purchasers, of course, were unaware of this. The waters were analysed and condemned on arrival in the Argentine. The question arose whether they satisfied the implied condition that they must be of "merchantable quality." Clearly, to satisfy this term, goods must be saleable—but not necessarily in a local or peculiar market; but it might be reasonably contended that they must be saleable in the market for which they are destined to the knowledge of the vendor. Either interpretation seems tenable; in fact Mr. Justice BAILHACHE held that "merchantable quality" implied saleability in the destined market—here the Argentine Republic—whereas the Court of Appeal (BANKES, SCRUTTON and ATKIN, L.JJ.), took the opposite view.

Essential Error or Flaw in Contract.

IN THE CASE just discussed another point at first sight suggests itself. The object of the contract was the delivery of mineral waters in London for sale in the Argentine. For a reason unknown to both parties at the time of entering into the contract, this purpose was legally impossible. It seems natural, therefore, to infer that there was a mutual mistake as to the possibility of carrying out the contract, which was therefore void *ab initio* for "essential error." The answer, however, appears to be that there was no mutual mistake. There were two unilateral mistakes, one by each party, but they were mistakes of a different kind and as to a different subject-matter. The vendors were unaware that the Argentine laws forbade the sale of food and drink containing salicylic acid, whereas the purchasers knew this; no mutuality here. Again, the purchasers were unaware that the article bought contained this acid, whereas the sellers did know it; here, again, there is no mutuality. This sphere of mistakes, where there is a mistake of both parties, but on a different matter, is one the legal effects of which have not been explored.

The Irrepressible Doctrine of *Causa Proxima*.

ONCE MORE a marine insurance case has raised in a very novel form the familiar difficulty of ascertaining the *causa proxima*: *Traders and General Insurance Association, Limited* v. *Bankers and General Insurance Company, Limited* (*Times*, 14th ult.). Two companies of underwriters fought each other on the re-insurance of a policy covering the marine risks of a voyage from the East to Genoa. The subject matter of the policy was a consignment of soya-bean oil: the soya-bean, we may state in passing, is a wonderful Japanese fruit which expert dietists say can be manufactured into bread, butter and milk, all more nutritious than existing commodities of those descriptions, and at an immeasurably lower cost of original production. Be that as it may, when oil is manufactured from the bean, it leaks—like more commonplace oils—unless great care is taken to protect it in very strong barrels. Now, on the voyage there was stormy weather, which tossed about the oil-barrels in the hold; they were second-hand and had seen much previous service; when the ship arrived, much of the oil had been lost by leakage. The question was whether or not this loss by leakage was due to "a peril of the sea." The material words of the policy were "to pay average, including the risks of leakage in excess of 2 per cent., barrel by barrel, over trade ullage." Now it is old law that underwriters are liable for leakage caused by a peril insured against, *e.g.*, due to a peril of the sea (*Crofts* v. *Marshall*, 7 C. & P. 597), so that the provision relating to the "risks of leakage" seems to be mere surplusage, unless they include also leakage not due to "perils of the sea." On the other hand, it is difficult to believe that any underwriter would take liability (except in express words and on special terms) for leakage due to defects in the consignors' own barrels. The problem, then, was how to give any rational meaning to the words "risks of leakage." The trial judge here seems to have adopted a brilliant solution. He held that the common law already held the underwriters liable for leakage of which a peril of the sea is the *causa proxima*, but not for leakage due to that peril of the sea, but so indirectly as not to be within the *causa proxima* doctrine. The words "risks of leakage" he evidently considered covered the second kind of leakage, *i.e.*, leakage indirectly attributable to the weather, but of which the weather was not the *causa proxima*, since the defective state of the barrels intervened between cause and effect. On this ground he found for the plaintiffs.

The Burden of Proof in Criminal Cases.

AN EXTRAORDINARY misdirection as to the onus of proof led to the quashing of a conviction by the Court of Criminal Appeal in the case of *Rex* v. *Alfred Coleman* (*Times*, 30th November). Here the defendant had been convicted at the Central Criminal Court of carnal knowledge of a girl under sixteen years of age, and sentenced to twelve months' hard labour. The main evidence against him was that of the girl herself—notoriously a dangerous form of testimony on which to rely for a conviction. Yet the trial judge actually directed the jury in his summing-up in the following terms: "The prisoner denies the accusation absolutely. Well, *affirmation is stronger than negation*. If a person says that a thing is so and so, he is more to be believed on the face of it

than a person who denies it, especially when the affirmation involves the guilt of the person who denies it." This strange statement of the law of evidence is the precise contradictory of the established rule, that the prosecutor or plaintiff must prove his case, usually expressed in the familiar maxim, the *onus probandi* falls on him who affirms, not on him who denies. The Court of Criminal Appeal felt that this obvious misdirection might easily have influenced the jury in a mood of hesitation between the two alternative verdicts, and therefore the conviction was quashed. It is obvious that, if affirmation is to be treated as *primâ facie* stronger than negation, any person can accuse another of crime or sue him for an alleged debt and say triumphantly: You must believe my story unless the defendant can disprove it. We fear that in the case of crimes where public opinion is roused to strong disapproval, such as that of offences against girls, there is a natural tendency of juries to adopt some such rule as the learned judge laid down, especially in the case of mixed juries; but that is all the more reason why judges should warn them against the danger of injustice arising in that way.

The Increase of Water Rates.

UNDER SECTION 1 of the Water Undertakings (Modification of Charges) Act, 1921 (11 & 12 Geo. 5, c. 44) water undertakers may apply to the Minister of Health for a modification of their charges where this is required for the purpose of meeting an increase of the costs of the undertaking attributable to circumstances arising since 4th August, 1914; but there is a proviso prohibiting any modification which would enable the dividends on the ordinary stock and shares to be increased beyond the maximum rates prescribed; *i.e.*, presumably the maximum rates of dividend. We are informed that Messrs. HARRISON & SONS, LTD. (*London Gazette* and General Advertising Department), 44-47, St. Martin's Lane, London, W.C.2, have prepared the authorised form of Notice for the use of those authorities contemplating making an application under the Act, and copies may be obtained from them upon request.

The House of Lords and the Judicature.

IN his previous article, the writer put the question whether the first step in the Reform of the Judicature could not be taken in connection with the Reform of the House of Lords which it is said is now pending; and he put this question because the House of Lords, though not part of the Supreme Court, is definitely constituted a member of our judicial system, and for the further reason that the Speaker of the House of Lords, the Lord Chancellor, is primarily concerned in any remedial measures. The subject of the House of Lords and the reconstitution of it, is, of course, a separate theme, but it is germane to the question of the Judicature; in fact, it is difficult to treat comprehensively of the Judicature without bringing into association with it consideration of the new conditions which the House of Lords may assume.

In the first place, it would seem that the Upper Chamber, when reconstituted, will be an assembly of greater independence and authority than the body whose place it takes, and it will therefore be expected to elect its own Speaker. In the Commons, the choice of Speaker is one of the most cherished privileges, and the greatest discrimination is exercised in the selection of a candidate, not only from considerations of character and ability, but by reason of the acknowledged absence of undue partisanship. On this account, it is unlikely that the Lord Chancellor, so long as his appointment has a political origin, will retain his position on the Woolsack. For the Lord Chancellor owes his elevation to party attachments. He is a member of the Party who raised him to the office, and, were he not given the appointment of Lord Chancellor, he would, by reason of his power in the Party, receive some other office. It is matter for wonder how the House of Lords has ever acquiesced in the direction of its Chamber being reposed, as it now is, in a member of the political party in office and who is in fact an *ex officio* member of the Cabinet of that party, and, when the House of Lords has been attacked on account of its perversity, it is difficult to understand how its acceptance of a Speaker not of its own choice has not rather been accounted proof of its long-suffering.

On this account, the plurality of offices held by the Lord Chancellor, and which, if the facts were known, are a source of embarrassment to the State, will suffer diminution to the extent of one of them, and his connection with the Upper House will centre in his office as head of its appellate jurisdiction in the domain of justice. This will leave him free from the restraints of the "chair," and, if Minister of Justice (an office which Lord BIRKENHEAD states the Lord Chancellor already holds by virtue of his position as head of the Judicature and which he says he will retain), he will be free to answer for the Judicature, and in all matters that do not touch the judicial office he will be amenable to Parliament. As Minister of Justice, it would be appropriate that he should retain his office as a member of the Cabinet, but the part he would play in affairs of State would be determined by the fact that the Judicature had the first call upon his services. At the present time it would seem that, with more duties than he can perform, it is the Judicature, regarded from the standpoint of its organisation and procedure, that has to wait.

With the withdrawal of the Lord Chancellor from the Woolsack, the question arises of the separation of the House of Lords according to its judicial capacity from the House of Lords according to its Parliamentary capacity. In form, though not in fact, this separation exists already. Formerly appeals came to the House of Lords irrespective of the judicial training of those who formed the tribunal. The barons adjudicated, but provision was made for their having the assistance of the Judges. Now, under the Appellate Jurisdiction Act of 1876, the members of the House of Lords who can exercise its judicial functions are strictly defined. They include the Lord Chancellor for the time being, the two Lords of Appeal in Ordinary appointed under the Act for this duty, and Peers who have held or are holding high judicial office. Under the Judicature Act of 1873 it was sought to abolish the final Court of Appeal of the House of Lords, but other counsels prevailed before the Act came into operation, and the Judicature Act of 1875 expressly preserved its jurisdiction. But its status has since been undermined. For the judgments of the judicial members of the Chamber are in effect the decisions of the whole House—the judgments of "His Majesty's High Court of Parliament"—and though, under the Parliament Act of 1911, judicial decisions of the House of Lords may not be liable to be overruled, in the circumstances stated in the Act, by decisions of the House of Commons, they are now none the less the judgments of tribunal which has suffered in character and distinction, and it serves to show how undesirable it is that the Judicature should get entangled with political parties and political personages. It is hardly conceivable that the lawyers in Parliament and in the Cabinet should have shown so little regard for the Judicature as thus to leave the saving of its jurisdiction without express affirmation, and it only proves that, if there already be a Minister of Justice in the Lord Chancellor, as Lord BIRKENHEAD affirms, so little is his office exercised that when his services are most required he is inarticulate.

On this account, if on no other, grounds are furnished for dissociating the House of Lords as a Court of Appeal from the House of Lords as a part of the Legislature. With the Lord Chancellor set free from his extra-judicial duties, and the judicial side of the Upper Chamber detached from its Parliamentary, opportunity would be furnished of completing the work of the Judicature Acts and rendering the judicial system of the House of Lords a constituent part of the Supreme Court. This would complete the structure of the Judicature, and, if it would seem to substitute an appeal within the Judicature for an appeal to "His Majesty the King in His High Court of Parliament," the difference is now purely formal, and there are other considerations that weigh. The House of Lords, with its judicial functions detached, would no longer be in the position of a legislative Chamber administering its own statutes, and it would in effect remain the final Court of Appeal since its control over new legislation would remain.

D. M. G.

The Legal Negotiability of Bills of Lading.

It is inevitable that a great war, during which much of our Common Law underwent a good deal of re-interpretation at the hands of judges, should have had no inconsiderable influence upon some of the larger doctrines of Mercantile Law. New issues have been raised, and some of these are not yet settled. One, which at the present moment is agitating the commercial world and the Commercial Bar in equal degree, concerns the old but still unsettled question whether or not a bill of lading is a negotiable instrument, like a bill of exchange, or is no more truly negotiable than a bill of sale. The recent discussion of the point, judicial and otherwise, is so important, that a note of the main issues involved may interest our readers.

A negotiable instrument, in its quintessence, is one which possesses not only assignability at common law (whereas only at Equity and under the Judicature Acts are other *choses in action* capable of assignment, equitable and statutory respectively), but a very high kind of assignability. In the hands of a "holder in due course," the instrument is possessed free of any defect of title which would taint and vitiate any other document. A "holder in due course" means "*bonâ fide* purchaser for value," and this phrase, in its turn, denoted a person who (1) has given consideration of some kind for the bill (as opposed to a mere voluntary donee, which consideration was neither illegal nor void at law); and (2) who has taken the bill in good faith without notice of any defect in title on the part of his indorse or transferor; and (3) who obtains it with the legal formalities (if any) necessary to make it negotiable; *e.g.*, if the bill is payable to order, it must be indorsed by the payee; if "crossed" in any way, it must be negotiated through the conventional banking channels. A person who satisfies those three conditions precedent is not liable to be disturbed in title because of any defect in his immediate indorser's title or that of any person from whom that immediate indorser has himself obtained title in a way which makes him, too, a "holder in due course."

Of course, this protection for the purchaser of a negotiable instrument is not, and can not be, a perfectly absolute protection. His right to sue the maker of the instrument can be defeated in three cases: (1) where the bill is a forgery in whole or in any material part (this case goes without saying); (2) where the bill has been drawn and signed by the maker, and accepted but not issued by him, *i.e.*, stolen from him and issued by the thief before he parted with it after signature, or issued by an agent without authority to negotiate it; and (3) where a material alteration has been made in a good bill, properly issued, after negotiation. But in practice, these three limitations on the principle of protection accorded to the transferee of a negotiable instrument, are unimportant. The great security he obtains is that, in the absence of knowledge or grounds for suspicion, his title is not defeated by that of the previous true owner merely because the intervening possessor who has transferred it to "the holder in due course" has himself stolen the bill, or is merely a trustee of it, or merely a mortgagor subject to a charge upon it, or is in any other way bound by an equity not apparent on the face of the transaction. The measure of this protection, therefore, is enormous. Without it, no real facility in commercial transactions would be possible at all.

Now, from the very earliest times, a great conflict as to the comprehensiveness of the class comprising "negotiable instruments" has always existed between the Common Law and the Law Merchant. In its way the difference of opinion has been almost as great as that between Equity and the Common Law, although necessarily manifested in a different way. Judges who took a *strictissimi juris* standpoint viewed negotiability with great suspicion; they attempted to arrest it in every way, and when this tendency was finally defeated by the recognition of the Law Merchants, they tried hard to limit the number of documents possessing this kind of immunity to the smallest possible limits. Chief Justice Holt would have none of the doctrine; it was almost contempt of court for any advocate to put it forward in his day. In the seventeenth century, however, this doctrine had grown too powerful for Holt to uproot it, and it grew and grew in the eighteenth century. Then Lord Mansfield put down his foot; he accepted the negotiability of bills of exchange, promissory notes, and cheques, but tried to say that the doctrine must be extended no further: *Grant* v. *Vaughan* (3 Burr. 1516). Gradually, however, it became applied to Treasury warrants, India bills, and bearer securities; then, once more, the Courts put their foot down and said it must no farther go: *Partridge* v. *Bank of England* (1846, 9 Q.B. 396). But, once more, it came up in the very famous cases of *Crouch* v. *Crédit Foncier Co.* (1873, L.R., 8 Q.B., 374), and *Goodwin* v. *Roberts* (1876, 1 App. Cas. 476), the two leading modern decisions on the scope of negotiability. There the negotiability of share warrants and of scrip entitling the holder to the issue of an allotted share, and of dividend warrants, was admitted to be settled by the custom of merchants, but it was stated that the list of negotiable instruments was now closed, and that only legislative action could alter it. For the moment the list was regarded as closed. Indeed, the late Judge Willis, in his well-known and extremely interesting book on the Law of Negotiable Securities, Lecture II, expressly accepts these cases as a definite decision that only the Legislature can further extend this class of instruments.

But such a doctrine has met with the most bitter opposition. Merchants and bankers refused to regard it as sound for a moment. They held that the true test of negotiability was the fact that any instrument is currently treated as possessing the attributes of negotiability by the custom of merchants; this custom varies from age to age; and so the class may expand or may contract. In their view, the question of negotiability is essentially one of "custom," to be decided by evidence of "general custom" in any particular case in which it may arise. So strongly has the mercantile community held this view, that commercial practitioners have been inevitably influenced by it; for commercial opinion is quickly reflected by the Commercial Bar, from which—in the last quarter of a century—the great majority of Common Law judges have been promoted to the bench. Naturally, the newer generation of judges became influenced by the opinion so strongly held in the mercantile world. In *Rumball* v. *Metropolitan Bank* (1877, 2 Q.B.D. 194), doubts were already expressed as to the correctness of the "closed circle" doctrine: and in *Bechuanaland Exploration Co.* v. *London Trading Bank* (1898, 2 Q.B. 658), followed by *Edelstein* v. *Schultz* (1902, 2 K.B. 144), two such typical modern judges, bred in the Commercial Court, as the late Lord Justice Kennedy and the present Lord Mersey definitely declined to accept any limitation except that derived from evidence as to general custom. Mr. Raymond E. Negus in an article in the current number of the *Law Quarterly Review* has shown that, from these cases, five propositions as to negotiability can be inferred (p. 444), namely:—

(*a*) Negotiability may be annexed to an instrument by usage;

(*b*) Such usage need not be ancient: its generality is the point which matters;

(*c*) Usage is a question of fact to be proved by evidence of general custom, but, once duly proved, to be judicially noticed in subsequent cases;

(*d*) English and foreign instruments are alike in respect of the admissibility of evidence to prove negotiability by usage;

(*e*) The Law Merchant is not, like a crystal, fixed, dead, unalterable, but is a growing organism.

Now, with this new conception of the limits of the class comprising negotiable instruments, or rather the new conception

that such class has no fixed limits, a point of great importance at once emerges into the light. For three generations the courts and the merchants had been at variance as regards the negotiability of bills of lading. By the custom of merchants, the bill of lading was unquestionably negotiable; indeed, it was perhaps the most universally negotiable instrument in existence. But the courts refused to recognise it as such. In *Sewell* v. *Burdick* (1884, 10 App. Cas. 74) the House of Lords—mainly influenced by the immense authority of the somewhat reactionary but energetic Lord BLACKBURN—refused to find that bills of lading were "negotiable." The text-books excluded them from the list of "negotiable instruments"; but usually added that they were "*quasi-negotiable*." The exact distinction between a "negotiable" and a "*quasi-negotiable*" instrument was never explained clearly; but it survived through half a dozen confusing cases. At last, this year the House of Lords got rid of it, in the *Ship "Marlborough Hill"* v. *Cowan & Sons* (1921, 1 App. Cas. 444), where Lord PHILLIMORE said boldly: "If the document is a bill of lading, it is a negotiable instrument" (*ibid.*, at p. 452). True, this remark is merely *obiter*, but it represented the manifest sense of the House of Lords, and unless a new variation of the judicial current of opinion should take place, it may be taken for granted that in all reasonable probability (the matter is not quite certain) the Court will now accept bills of lading as completely negotiable for all legal purposes.

The Supreme Court of the United States

A very important article (as to the effect of which we make some comments under "Current Topics") on "The Danger of the Increased Burden upon the Federal Supreme Court from its continually expanding Docket") by Mr. Thomas W. Shelton, appeared in the "Central Law Journal" (St. Louis, Missouri) of 22nd April last. Mr. Shelton is one of the editors of that journal, and is also Chairman of the Committee on Uniform Judicial Procedure of the America Bar Association. Considering the great interest taken in the work of the Supreme Court, and also having regard to the bearing of the article on Courts of Appeal elsewhere, we propose to give a short summary of the article.

Mr. Shelton commences by citing a recent statement in the "Harvard Law Review," "the guide and inspiration of thousands of America's greatest jurists and lawyers," that "the Supreme Court has made a number of loose and inconsistent statements, some of which must necessarily be repudiated," and this in an issue dedicated to Justice Oliver Wendell Holmes "on the happy occasion of his eightieth birthday." Such a statement coming from such a source, says Mr. Shelton, impels the inquiry as to the cause of even a suggestion of any lack of efficiency in a court which Thomas Jefferson described as "the last appeal of reason":—

> "It alone applies the 'legal checks' that make possible the perpetuation of the American Republic—democracy administered through a strong republican form of government."

The great power of the Court, it is said, "is not derived from a constitution or statutes or duress, but from the voluntary submission of a highly intelligent and patriotic people justified by their faith, respect and reverence." But the condition of its retention of this high position is that its labours shall be leisurely and deliberately performed. This is the question to which Mr. Shelton devotes himself, first, however, paying an eloquent tribute to the part the Supreme Court has played in the history of the Union:—

> "It is respectfully submitted that faith in and submission to the Supreme Court is the cohesion binding together the Union of the States. The history of the Court is an interesting and vital story of the conflict and evolution of many years of interstate relations and the establishment of interstate commercial regulations. In bringing about this wholesome status the Supreme Court converted an inert parchment into a plastic flexible tie, profitably binding the States together in amicable relation and automatically disposing of friction as it arises. No code of statutes prepared by a Solomon would have achieved this marvellous result so necessary to the stability of the new and untried Republic, even though the statutes could have been agreed upon. There is no legislative body on earth that could have enacted enough statutes and sufficiently elastic to have momentarily met the kaleidoscopic developments and changes in interstate political and economic relations during the early growth of the Nation, with its diversified interests and keen antagonisms and rivalries. That is the basis of John Marshall's great reputation, daily growing brighter in the hearts of a grateful people.
>
> "Thus the Supreme Court nurtured the Nation in its infancy; trained it in its youth and is now guiding it in the straight and narrow way in its maturity. It has been to the Nation a pillar of fire by night. It has guided destructive revolutionary doctrines into beneficial evolutions. The violence of anarchy and the persuasiveness of the demagogue have fitted themselves into the Constitutional mould. The oppression of concentrated power and the chicanery of corrupt organisations have ceased to trouble and alarm at its simple word. It is the final arbiter between man and his brother, the State and the Church, the citizen and the soldier, and even between Congress and the Chief Executive himself. Who may measure the debt of the country to its Highest Court?"

It is this position and reputation of the Supreme Court which requires that it should be "the most deliberate body within the conception of the mind of man." Haste in its affairs is not conceivable. And so Mr. Shelton passes to figures showing the rate at which it now works compared with a hundred years ago in the time of Chief Justice Marshall. John Marshall handed down but 519 opinions during his thirty-four and a half years on the Bench from 1801 to 1835. Deducting Sundays and a thirty-day annual vacation—a moderate allowance compared with vacations here—this means 9,582 working days, or an average of one opinion every eighteen days. Perhaps those were spacious times, and this deliberation was necessary for building up the reputation of the Court. At any rate the pace has now been greatly accelerated. The Supreme Court at its October, 1919, term, ending in June, 1920, actually considered 501 cases, of which 210 were orally argued and 291 submitted on printed arguments. There were 1,019 cases actually pending, 609 of which were disposed of during the term. Dividing the opinions equally among the nine members of the Court, they each wrote approximately fifty-six opinions in 291 actual working days (deducting Sundays and a thirty days' vacation. "Every five days an opinion had to be produced by each member of the Court, assuming that no member was absent from duty—a most improbable premise. This is substantially three times the speed required for John Marshall!" And this does not allow for the additional miscellaneous work of the Court—motions, petitions, and other incidental duties. "It is manifest," concludes Mr. Shelton, "that the Supreme Court is one of the hardest worked organisations in America." This is further shown by a comparison of its present "dockets" with those of recent years. In October, 1904, there were 282 cases brought forward and 400 new cases—a total of 682. In October, 1913, the corresponding figures were 604 brought forward and 524 new—a total of 1,128. By the hardest exertion 593 were disposed of and 534 carried forward. Mr. Shelton does not bring his figures further, but apparently the press of business is still increasing, and he pleads that work of this kind, "nearly all of which is epoch-making and calls for supreme genius, learning, patience, research, deliberation and physical power," should not be hurried, but should "be permitted to proceed under the conditions that made possible the masterful work of John Marshall and under the inspirations that guided his great mind and spirit." Mr. Shelton does not offer any detailed scheme for restoring the condition of deliberation, but he advises a comprehensive inquiry with a view to formulating a programme that would form an intelligent and scientific basis for final action by Congress. This he describes as the English way, and a sound one, and he concludes—

> "The expansion of the country and the growth of business have been phenomenal, and problems of administering justice have increased in proportion. If relief is to be given it must be in a way commensurate with the expansion of the Nation. No statutory patchwork will suffice. Congress would thus convince the people of its good intentions, and would share a great responsibility with the lawyers, where it belongs."

The New Statutes.

THE EDUCATION ACT, 1921 (10 & 11 Geo. 5, cap. 51).

The new Education Act is a very long statute, consisting of 173 clauses in addition to seven schedules, including one of Repealed Acts. It is a consolidating Act, and therefore nothing new of importance is found in these very numerous sections. But a general simplification of the law and practice relating to education is effected by the statute, and owing to the gradual unification of all state-aided education in the hands of one set of central and local authorities, the codification of the statute law on the subject

is not inappropriate as regards this department of legislation. The supersession of the old Board of Education, technically a mere committee of the Privy Council, by a new statutory Ministry of Education—one of the administrative achievements carried through during the war—is no doubt an additional reason for the revision and rearrangement of the governing "legislation." The effect of the statute may best be given in the form of a brief summary of the present status of state-aided education, as the result of the enactments now inserted in the Education Act, 1921. In the first place, we will consider the history of the Acts; then, the present relations of the authorities, the methods of administration, and the financial machinery.

Apart from private endowments, no national provision of education was made in England (as contrasted with the Scots system of parochial and grammar schools) until 1820, when grants were given to assist philanthropists who set up schools for charitable purposes. Two national associations, one controlled by the Church of England and one non-sectarian in character, grew up during the first half of the nineteenth century, and the schools they founded and maintained became the "voluntary" schools so famous in later controversies. These schools provided education for the working classes and the lower middle classes. They were maintained by means of three sources of income: (1) fees paid by parents of pupils; (2) subscriptions given by persons interested in education, and (3) efficiency grants paid by the Board of Education out of moneys voted by Parliament. These grants were only given to schools which submitted to inspection and examination of their pupils, and hence the basis of the modern system of administration grew up. For, before a school got a grant, the Board of Education had to be satisfied (1) that the school buildings were sanitary and suitable; (2) that the teachers and the teaching were of a reasonable standard; and (3) that the children made regular attendances and progressed in their studies. The amount of the grant depended in those days, at least partially, on the success of the children in passing examinations. Only elementary education could count for the grant, *i.e.*, reading, writing and arithmetic. But some slight provision for higher education of a technical kind was made by the Science and Art Department, which examined pupils in various scientific and artistic subjects and gave a small grant in respect of those who reached a certain standard. In this way, out of these special grants and out of fees, it became possible for Mechanics' Institutes and Evening Schools to carry on the work of adult education—largely by means of unsalaried teachers who relied solely on the fees of the pupils, eked out by the Government grants.

It was not until 1870 that the famous Forster Education Act made elementary education compulsory and made adequate provision for it. The Forster Act recognised the existing voluntary schools and increased their grants, but it also set up in each large area an elected School Board, with power to levy a rate and out of the proceeds to provide education for that part of the population which did not attend voluntary schools. The schools so provided became known as Board Schools. They were not free until the Act of 1890 abolished payment for compulsory elementary education in state-aided schools. The result was that two competing sets of schools grew up in every locality, the board schools maintained out of the rates and parliamentary grants, well-equipped and provided with carefully trained certificated teachers; and the voluntary schools, which received grants but no rate aid, supported by fees and voluntary subscriptions of religious people, and mostly maintained by the Wesleyan Connexion and the Anglican and Roman Churches. The latter were soon distanced in efficiency by the board schools, well-supplied as these schools were out of the public rates. Gradually the voluntary schools began to disappear except in rural areas, and in the better suburban districts of the town; in the former the whole population were mostly Anglican and united to maintain church schools; in the latter, the poor parents of the middle class and the superior artisan class were glad to pay a small fee in order to keep their children from mixing with those of a different standard of manner in the board schools. But in 1902 the system was altered. All schools, whether Board or voluntary, were placed under the local education authorities and supported out of the rates. The elected school board were replaced by co-opted committees of the appropriate local authority, usually the county council or the borough council, but in some cases an urban district council.

These committees, however, were not confined to the mere provision of elementary education for children. The Act gave them two additional powers: (1) they might assist technical and university institutions, subject to certain conditions, by giving grants-in-aid, provided the institution so assisted was already getting recognition from the Science and Art Department, and was earning state-grants; (2) they might also give assistance to, and even provide, county secondary schools for boys and girls. The result of this arrangement was that the local education authorities since 1962 have come to discharge four separate functions: (1) they provide free elementary education for all children whose parents choose to avail themselves thereof; (2) they subsidize or provide secondary education for middle class children at moderate fees; (3) they set up evening institutes, in place of the old evening schools, for the provision of adult education, and subsidize the polytechnics in providing elementary education; and (4) they help university education by grants to universities and by establishing scholarships. In 1918 the celebrated Fisher Act carried this work to its final conclusion, by arranging for the provision of *part-time secondary education*, in the form of continuation schools, for all children who have passed through the elementary schools, from the age of fourteen to eighteen. The Fisher Act, however, was only to come gradually into force as schemes for carrying it through were made by each local authority and approved by the Board of Education. Where these schemes have not yet been approved, this part of the statutory system is at present temporarily suspended for reasons of national economy.

The present Act, then, recognises the system which has gradually grown up for working the various statutes passed in the nineteenth or the present century. It accepts the organization which has come, almost by haphazard, into existence, and endeavours to make more symmetrical provision for its working. It retains the general scheme of a Central Ministry of Education, which supervises and controls the local education authorities, and of local education authorities which actually take on the responsible task of working the Acts. It adopts the old administrative method of control, which takes three forms. First, the Ministry of Education can refuse grants-in-aid out of Parliamentary funds to inefficient or recalcitrant local authorities. Secondly, it can disallow *ultra vires* expenditure incurred by those authorities. Thirdly, it can—as a last resort—compel them to perform their duties through the institution of Crown proceedings by means of the writs of mandamus, certiorari, prohibition, and the like. In addition, it sets up a model Education Code regulating all the main features of education, and insists upon the local authorities complying with the requirements of this Code; but the practical details are left to each local authority.

As regards finance, all state-aided education is at present subject to dual provision of its funds, and to dual control over them. It raises part of its expenditure by means of a local rate, and it receives also grants from the Board of Education based partly on (1) number of pupils in attendance; (2) amount of rates expended; (3) efficiency displayed in the regularity of attendance and the passing of examinations. A limited source of income, in the case of secondary education and the polytechnics, consists of the fees paid by most pupils therein; but the sum thus received bears no adequate relation to the sum expended. Now that the working classes have increased relatively in prosperity, it seems not undesirable that some effort should be made to put adult education, at least, on a paying basis.

Reviews.

Criminal Law.

WARBURTON'S LEADING CASES IN THE CRIMINAL LAW. 5th Edition. By the late HENRY WARBURTON, of the Inner Temple, Barrister-at-Law, and C. W. GRUNDY, of Gray's Inn, Barrister-at-Law, Arden Prizeman, 1917. Stevens & Sons. 20s.

Warburton's Leading Cases has long been a work in constant use by the circuit practitioner. It states the salient points in the more important cases, succinctly but adequately, that is to say, much more fully than did its predecessor, now almost forgotten, Shirley's Leading Cases in the Criminal Law (which must not be confused with the same author's better-known "Leading Cases in the Common Law"), but not so fully as Kenny's Cases in the Criminal Law. The present edition, which had the benefit of the late Mr. Warburton's assistance in compilation but was completed by Mr. Grundy, introduces no new features, but keeps up to date the references to recent statutes and cases. An improvement we would venture to suggest for consideration when a future issue of this useful book is in hand, would be the addition, at the commencement of the book, of a lengthy table of contents, arranged analytically so as to give a complete synopsis of the book, as is the case with Cockle's Leading Cases in Evidence. To the student a table, so compiled, is extremely valuable.

Roman Law.

MELVILLE'S MANUAL OF THE PRINCIPLES OF ROMAN LAW. 3rd Edition. By R. D. MELVILLE, K.C., Advocate of the Scots Bar, Edinburgh. W. Green & Son. 25s. net.

WALTON'S HISTORICAL INTRODUCTION TO THE ROMAN LAW. 4th Edition, revised. By FREDERICK BARKER WALTON, K.C. (Quebec), Advocate of the Scots Bar. W. Green & Son. 20s. net.

HUNTER'S INTRODUCTION TO ROMAN LAW. New Edition. Revised in England, by Dr. A. F. MURISON, of the Middle Temple, Barrister-at-Law, Professor of Roman Law and of Jurisprudence in the University of London, University College. Sweet & Maxwell, Ltd. 10s. net.

These three new editions of standard text books for the use of students appear simultaneously. Except Hunter's small book, each of these has had the advantage of revision by the original author, but Professor Murison has discharged well and faithfully his duty to the late Dr. Hunter. His revisions and corrections of "Hunter" have been most useful, but most scholars will regret that he has not seen his way to throw overboard altogether the revolutionary and quite heterodox classification of "Contracts" which has long been the one stumbling-block in Dr. Hunter's delightful little treatise, which three decades of students have found to be the best introduction in existence to the study of Roman Law. The new edition of Melville, which is a book for the advanced student rather than the beginner, retains all the scholarly thoroughness of its predecessors. Dr. Walton's Historical Introduction is a classic, at once lucid, accurate and original; praise by us would be superfluous in the case of one whose *status* as one of the leading experts on Roman Law in Anglo-Saxondom has long been universally recognised. All these books can be confidently recommended to the industrious law student.

Law Lexicons.

WHARTON'S POCKET LAW LEXICON. Explaining Technical Words, Phrases and Maxims of the English, Scots, and Roman Law. With the addition of a complete list of Law Reports and their abbreviations for purposes of citation. 5th Edition. By L. W. J. COSTELLO, M.A., LL.B. (Cantab), of the Inner Temple, Barrister-at-Law. Stevens & Sons. 10s. net.

This useful little phrase-book has not undergone much change in its new edition. Probably none was really necessary. But its author has done his work carefully and has added illustrations and references to recent statutes, where these are likely to prove helpful. Of course, such a book necessarily uses the learning of larger works, and the author candidly confesses his indebtedness to Stroud's Judicial Dictionary, Wharton's Law Lexicon, Bell's Digest of Scots Law (which he calls Scotch Law—a horrible barbarism; either *Scots Law* or *Scottish Law* is correct, but Scotch refers only to whisky), and Sweet's Dictionary of English Law. We can recommend this little guide as likely to assist the practitioner.

Books of the Week.

Diary.—Sweet & Maxwell's Diary for Lawyers for 1922. Edited by FRANCIS A. STRINGER and PHILIP CLARK, of the Central Office. Sweet & Maxwell Ltd. 6s. 6d. net.

War.—The Leipzig Trials.—An account of the War Criminals Trials and a Study of German Mentality. By CLAUD MULLINS, Barrister-at-Law. With an Introduction. By Sir ERNEST POLLOCK, K.C., M.P. H. F. & G. Witherby. 8s. 6d. net.

Correspondence.

Abuse of Solicitors.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

SIR,—Your issue of the 26th instant contains the second and final instalment of a review of the recently published life of Sir Edward Fry.

The "life" is largely composed of auto-biographical notes now made public, and among these the reviewer cites the following passage:—

"Under the old system to throw an estate into Chancery was a well-known phrase . . . . it meant sometimes that the whole estate would be devoured by the costs of the solicitors *who gathered round the corpse.*"

The italics are mine, your reviewer, although writing for the Solicitors' Journal, passes over, apparently with complacency, the words I have quoted. To me, as a solicitor, they convey a grossly offensive insinuation against my profession which never ought to have seen the light in a published work or to have been admitted to your columns, without condemnation of the author of them, or perhaps more justly of those responsible for putting them into the book.

Athenæum Club, Yours, etc.,
28th November. E. F. T.

[See observations under "Current Topics."—ED. S.J.]

Father of the Profession.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

DEAR SIR,—On looking at this year's Law List I suggest that one of the following, admitted in 1854, must claim this position:—

Mr. Charles Woodbridge, Uxbridge, admitted M. 1851.
Mr. Ebenezer Cobb Morley, J.P., Barnes, admitted E. 1854.
Mr. Alfred Peachey, Arundel Street, Strand, admitted H. 1854.
Mr. J. E. Underhill, Birmingham, admitted M. 1854.

We have also in the London Law List such veterans as Mr. Thomas H. R. Woodbridge of New Square, who was admitted H. 1855 and Mr. Sydney Gedge, M.A., of Norfolk Street, Strand, admitted E. 1856.

7th November. A. T. C.

[We regret that this letter has been delayed. The previous letter is at p. 50 *ante*, and we notice that, owing to a misreading of it, our note appended was inappropriate. In the present letter the name of Mr. Charles Woodbridge has been inserted after it was typed, and probably the honour belongs to him. Both Mr. Charles Woobridge and Mr. Thomas H. R. Woodbridge are, as many of our readers will know, members of Messrs. Woodbridge & Sons, of New Square, Lincoln's Inn and Uxbridge.—ED. S.J.]

The Rent Restriction Act.

MORTGAGEE IN POSSESSION.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

SIR,—Your footnote to the letter of your correspondent Q.E.D., seems to suggest that although a mortgagee is in possession he can only increase interest up to the permitted limit. But as s. 7 of the Act provides that the restriction on calling in a mortgage is not to apply to a mortgagee who was in possession on the 25th March 1920, is there any "permitted limit" in his case, or can he not claim what rate of interest he likes as a condition of not selling the property?

29th November. J. G. G.

[No doubt our correspondent refers to proviso (i) to s. 7 according to which "this provision"—*i.e.*, the provision restraining the enforcement of the mortgage—is not to affect any power of sale exercisable by a mortgagee who was in possession on 25th March, 1920. It does not seem to us that this touches the question of the "permitted" increase of interest which is governed by s. 4. The power of sale does not depend on the rate of interest. It may very well be that the mortgagor would sooner be charged a higher rate than have the property sold, but though he agrees to the higher rate, he can recover the excess under s. 14.—ED. S.J.]

Commission on Sales of Short Leases.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—As solicitors acting for a number of estate agents and having from time to time to deal with disputes as to commission, we were considerably interested in the paragraph under the above heading in "Current Topics," in the Journal dated the 26th November.

On making enquiries, however, it appears that the decision in the case of *Parker* v. *C. C. & T. Moore* turned on the express contract as to commission in that case and not on the scales of professional charges authorised by the Auctioneers' and Estate Agents' Institute, and the Surveyors' Institution, in which scales, under the heading "Lettings" the rates of commission are given:—

"On letting business premises, furnished houses, flats, etc.,"
or
"On disposing of all leases (other than ground leases or repairing leases) by assignment or otherwise,"
or
"For letting on repairing leases or disposing of repairing leases."

In all the above cases the authorised scale shows that in addition to that portion of the commission based on the rent an additional sum is payable by way of commission on the premium or consideration.

Owing to the omission of the important words "On disposing of all leases," the scale of commission on the contract in *Parker* v. *C. C. & T. Moore* was essentially different from the authorised scales and the decision in the case cannot therefore be taken as in any way bearing on the authorised scales which are generally in use by agents.

In the course of our practice we have, however, known judges to question why, what they called "two commissions" are charged by agents, and counsel have sometimes been at a loss to explain.

The principle upon which the scales are based appears to us to be quite fair, for it is obvious that the higher the rent reserved and the more onerous the covenants of a lease the less will be the premium obtainable, and the more trouble there will be in disposing of the lease and *vice versâ*.

It is no uncommon thing for a lease reserving a rack rent to be assigned without premium at all or (though not perhaps at the present time) even for the owner to pay something to get rid of a lease. Such cases are not those of "sales" or "lettings," and "disposition" appears to be the proper description.

CRUMP, SPROTT & CO.

13, Old Queen Street,
Westminster, S.W.1,
28th November.

[We are obliged for the explanation of our note on the case; we intended only to deal with the general principle applicable.—Ed. S.J.]

Mr. Herbert Edward Ash, of Wood Croft, Battle, Sussex, formerly of Park Hill-road, Croydon, and Bedford-row, W.C., solicitor, who died on 18th September last, aged 67 years, left estate of the value of £31,343 with net personalty £27,585.

CASES OF THE WEEK.

Court of Appeal.

ROLLINGS *v.* **THOMPSON.** 21st and 22nd November.

WORKMEN'S COMPENSATION—INDUSTRIAL DISEASE—COMPENSATION PAID UNDER CERTIFICATE OF SUSPENSION—SUBSEQUENT CERTIFICATE OF DISABLEMENT—DATE OF DISABLEMENT CERTIFIED AS PRIOR TO SUSPENSION—PROCEEDINGS FOR COMPENSATION AS FROM EARLIER DATE—ELECTION—"HAPPENING OF THE ACCIDENT"—WORKMEN'S COMPENSATION ACT, 1906 (6 Edw. 7, c. 58), s. 8 (1) (i) (ii).

The benefits open to a workman under the Workmen's Compensation Act, 1906, s. 8 (1) (i) (where he has obtained a certificate of disablement), or s. 8 (1) (ii) (where he has obtained a certificate of suspension) are not alternative in the sense that a claim under one precludes a subsequent claim under the other. So when a workman received compensation under a certificate of suspension as from a certain date, and subsequently received a certificate of disablement fixing the date of disablement at a period before the suspension, the fact that he had been compensated under the earlier certificate did not prevent his taking proceedings under the later certificate to recover compensation as from the earlier date.

Appeal by the applicant, Rollings, from a decision of the judge at Kidderminster County Court. The applicant, a painter, in the service of the respondent, a builder, contracted lead poisoning, and on 12th August, 1920, received a certificate of suspension. He was paid compensation under that certificate as from that date without any proceedings having been taken. He continued to be too ill to work, and on 20th January, 1921, was given by the same certifying surgeon a certificate of disablement, in which it was stated that the date of disablement was 29th May, 1920. The applicant then took proceedings under the later certificate, in order to obtain an award entitling him to compensation as from 29th May, 1920. The Workmen's Compensation Act, 1906, s. 8, provides that where a workman has obtained (by s-s. (1) (i)) a certificate of disablement, or (by s-s. (1) (ii)) a certificate of suspension, he shall be entitled to compensation, and that (s-s. (1) (*a*)) "the disablement or suspension shall be treated as the happening of the accident." The county court judge held that as the applicant had elected to take compensation from 12th August, under the certificate of suspension, he could not afterwards claim to be paid from 29th May under the certificate of disablement. The applicant appealed.

The Court allowed the appeal.

Lord STERNDALE, M.R., said that the certificate of suspension had nothing to do with the date at which the disease began, but the date had to be shown by the certificate of disablement. It was said that if a man could act under both certificates in succession there would be two different dates for the same accident, but there was, in fact, no accident, only a notional accident, and he (his lordship) could not see why there should not be these two notional dates. There seemed to be nothing in s. 8 which made the benefits given alternative, in the sense that if a workman acted under one, he was afterwards precluded from acting under the other. It was open to the applicant to claim the larger benefits given to him under the certificate of disablement.

Lords Justices WARRINGTON and ATKIN delivered judgment to the same effect.—COUNSEL for the appellant: *Cave*, K.C., and *Churchill*; for the respondent: *Shakespeare* and *A. R. Thomas*. SOLICITORS: *H. M. Girving* for *Harold Mayhew & Co.*, Birmingham; *Calder, Woods & Pethick*, for *F. E. Metcalfe*, Bristol.

[Reported by G. T. WHITFIELD-HAYES, Barrister-at-Law.]

High Court—Chancery Division.

In Re **RICHARD AINSWORTH: MILLINGTON** *v.* **AINSWORTH AND OTHERS.** P.O. Lawrence, J. 14th and 25th October.

WILL—CONSTRUCTION—ADVANCEMENT—INTEREST TO BE DEDUCTED FROM INCOME OF SHARE—PRINCIPAL TO BE DEDUCTED FROM SHARE—BANKRUPTCY OF LEGATEE IN LIFETIME OF TESTATOR—DIVIDEND RECEIVED BY TESTATOR IN THE BANKRUPTCY.

Where the intention of a testator to benefit his son and daughter equally was clear and a provision was contained in the will that an advance to the son and interest thereon should be brought into hotchpot, the hotchpot clause was still operative although the indebtedness of the son had been released by operation of law by his bankruptcy and the testator's proof therein. The release must only be held to operate to the extent of the amount received in dividend.

Auster *v.* Powell (1 *De G. J. & S.* 99) *applied.*

In 1873 a testator directed by his will that his trustees should stand possessed of his residuary trust funds after the death of his widow, as to one equal moiety in trust to pay the income thereof to his son Richard during his life and after his decease for the son's wife during her life, and on her death as to the capital of the trust funds for the children of his son equally on attaining twenty-one. There were similar trusts of the other moiety for the daughter, her husband and children, and the testator also directed that the interest to accrue on the promissory note for £600 which he held of his son should be deducted from his moiety of the rents and interest of the trust funds, and that the principal should be allowed out of the residuary trust funds bequeathed to the children of his son. By a codicil made in 1874 the testator, after stating he had since the date of his will paid for his son a further sum of £200, making in all £800, directed that the interest to accrue on such sum of £800 during the life of his son at the rate of 5 per cent. per annum should in the first place be deducted by his trustees from the moiety of the rents and interest bequeathed to his son by his will, and that the principal sum of £800 should be deducted out of the share of his residuary trust funds bequeathed to the children of his son. In 1876 the testator died and his widow died in 1889 and his son Richard in 1892 leaving a widow and several children him surviving. In 1920 the daughter of the testator who had survived her husband died leaving children her surviving. The promissory note was dated 15th August, 1873, and a further £200 was paid in various amounts in payment of the son's debts up to 23rd November, 1874, the date on which the son filed his petition in bankruptcy under s. 125 of the Bankruptcy Act, 1869. The testator proved on the liquidation for the sum of £600 secured by the promissory note a certificate of discharge was given to the son on the 15th of May, 1875, which released him from his indebtedness to the testator. The testator received a dividend of 3d. in the £, namely, £7 10s. on the £600. The son's widow contended that the effect of this release of the son's indebtedness was to render the directions in the codicil inoperative and that in any event such directions could not extend to the deduction of the interest on the £800 from the income now payable to the son's widow. The children of the daughter contended that the dividend was to be reckoned only as a *pro tanto* payment of the money advanced, otherwise the testator's intention to produce equality would be frustrated, and they referred to *Auster* v. *Powell* (*supra*).

P. O. LAWRENCE, J., after stating the facts, said: The question arises whether in the events which have happened the directions contained in the codicil as to the £800 and interest ever became operative. The testator's intention was that his son and daughter should benefit equally and the effect of the directions in the codicil is to compel the son during his lifetime to bring interest on the £800 into hotchpot in ascertaining the income of the moiety of the residuary trust funds bequeathed to him and to compel the son's children to bring the capital of the £800 into hotchpot in ascertaining the capital of the moiety of the residuary trust funds bequeathed to them. Bearing in mind that object of the testator, I am of opinion that, except to the extent of £7 10s. which the testator received during his lifetime as a dividend on his son's bankruptcy, the directions of the codicil became operative at his death notwithstanding that by operation of law the son had been released from his indebtedness to the testator during the lifetime of the latter. There is nothing in the codicil to indicate that the directions in question are to be dependent upon the relationship of debtor and creditor continuing up to the time of the testator's death. In my opinion nothing short of repayment of the total amount mentioned in the codicil would prevent the directions from becoming operative. The interlocutory observations of Sir John Romilly in *Silverside* v. *Silverside* (1858, 25 Bear, 340) do not preclude me from deciding the present case in accordance with the view I have expressed. The case of *Auster* v. *Powell* (*supra*) is an authority in favour of that view so far as any case dealing with a differently worded will can be said to be an authority governing the case I have to decide. The language of the codicil does not warrant a deduction of the interest on the sum of £792 10s. from the income payable to the son's widow. There will be a declaration accordingly.—COUNSEL: *Jenkins*, K.C., and *J. F. Carr*; *Ward Coldridge*, K.C., and *Swords*; *Owen Thompson*, K.C., and *Dighton Pollock*. SOLICITORS: *Robbins, Olivey & Lake* for *Abbot, Pope & Abbot*, Bristol; *Guscotte, Wadham, Tickell & Thurland* for *J. H. King*, Bristol.

[Reported by L. M. MAY, Barrister-at-Law.]

In re **BIEDERMANN: BEST** *v.* **WERTHEIM AND OTHERS.** Astbury, J. 27th October.

WILL—ANNUITY TO ALIEN ENEMY—FORFEITURE—EVENT—"VOLUNTARILY OR INVOLUNTARILY ALIENATE OR ENCUMBER"—CHARGE CREATED BY THE PEACE TREATY.

Accumulations of an annuity left to an alien enemy by a testator who died on 22nd August, 1914, from that date to the date of the Peace Treaty, go to the Austrian administrator.

In re Levinstein (1921, 2 Ch. 251).

Where the will provided for forfeiture if the annuitant voluntarily or involuntarily alienated or encumbered.

Held, that the charge created by the Peace Treaty was not such an alienation or encumbrance.

Held, accordingly, that the annuity was still payable to the Austrian administrator.

This was a summons to determine (A) whether a certain annuity had been forfeited or was still payable, and (B) to whom the accumulations thereof up to the date of the Austrian Peace Treaty belonged, and (C) to whom the annuity became payable after that date. The facts were as follows. A testator made the following bequest in his will dated the 31st March, 1911: "I give to my nephew Ernst Wertheim, of Vienna, an annuity of £250 free of legacy duty payable quarterly out of the income of my estate until he shall die or voluntarily or involuntarily alienate or encumber or attempt or affect to alienate or encumber the same or some part thereof but no longer." The testator died on the 22nd August, 1914, and his executors renounced probate. His widow took out letters of administration *cum testamento anneno*. She died in 1917 and administration *de bonis non* was granted to the plaintiff. The annuity could not be paid as the annuitant was an enemy, being an Austrian subject resident in

Vienna, and the amount was accordingly accumulated in the hands of the legal personal representative, who made the proper returns to the custodians under the Trading with the Enemy (Amendment) Act, 1914 (5 Geo. 5 c. 12), but no vesting order was made under s. 4. On 13th August 1920, the Treaty of Peace (Austrian) Order, 1920 (Statutory Rules and Orders, Vol. 2, p. 426) was passed, and the annuity became charged in favour of the Austrian administrator as from the date of the Austrian Peace Treaty, namely 16th July, 1920. This is a charge to secure, among other things, the payment of debts due to British Nationals from Austrians. On behalf of the annuitant it was admitted that the accumulations up to the date of the Peace Treaty went to the Austrian administrator, but it was contended that there had been nothing to cause a forfeiture, and that a charge created by a paramount power was not an involuntary alienation or encumbrance. The residuary legatees contended that the forfeiture clause had taken effect on the 16th July, 1920, by the annuitant suffering alienation or encumbrance of that annuity by operation of law.

ASTBURY, J., after stating the facts, said: I follow the decision in the case of *In re Levinstein* (*supra*), and hold that the accumulations go to the Administrator of Austrian Property. As to the current annuity since 16th July, 1920, though there is a great deal to be said in favour of the residuary legatees' contention, I think, on the whole, that the words "Voluntarily or involuntarily alienate or encumber" would and are intended to involve some act of the annuitant resulting in an alienation or encumbrance voluntarily intended or involuntarily resulting from that act, *e.g.*, bankruptcy. Now, at the testator's death the possibility and effect of bankruptcy were well known, but the Peace Treaty and its effect could not have been anticipated. The charge created by the Treaty of Peace Order is not, therefore, an involuntary alienation or encumbrance within the meaning of the will. The annuity is therefore still payable and passed to the Administrator of Austrian Property.—COUNSEL: *Watt Dollar; Myles; Bischoff.* SOLICITORS: *Dawes & Sons; Solicitor to the Clearing Office.*

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

PEIZER *v.* **FEDERMAN.** Divisional Court. 27th October.

EMERGENCY LEGISLATION—LANDLORD AND TENANT—NOTICE OF INCREASE OF RENT—FORM—VALIDITY—INCREASE OF RENT AND MORTGAGE INTEREST (RESTRICTIONS) ACT, 1920 (10 & 11 Geo. 5, c. 17), s. 3 (1), (2), Sch. 1.

In July, 1920, *a landlord gave notice to quit to the occupant of a dwelling-house. This was followed by a notice of increase of rent under the Increase of Rent and Mortgage Interest (Restrictions) Act*, 1920. *The notice to quit was invalid and a subsequent valid notice to quit was served on the tenant in December*, 1920. *No further notice of increase of rent was, however, served on him. An action was brought by the landlord against the tenant for rent.*

Held, that the notice of increase of rent served on the tenant in July, 1920, *was invalid* (1) *as it was not accompanied by or preceded by a valid notice to quit, and* (2) *as the dates specified in it were not correct—the dates constituting a substantial part of the form of the notice required by the statute.*

This was an appeal from a decision of the judge of the county court of Whitechapel. On 12th July, 1920, the tenant of a dwelling-house at Spitalfields received notice of increase of rent under s. 3 of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920. He occupied the house on a weekly tenancy, the standard rent being £2 per week. The agent for the landlord, when serving the notice of increase of rent, gave the tenant notice to quit. This notice to quit was invalid. The tenant paid an increased rent of £2 18s. 6d. per week from July to December, 1920. On 23rd December, 1920, he received a valid notice to quit, but he continued to occupy the house and paid no rent. The landlord brought an action for rent from January, 1921, to June, 1921, at the increased rate, and the tenant counter-claimed for £11 14s. 2d., on the ground that rent had been overpaid by him between July, 1920, and January, 1921, and that from January, 1921, to July, 1921, he was only liable to pay rent at the rate of £2 per week. By s. 3 of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, it is provided: "(1) Nothing in this Act shall be taken to authorise any increase of rent except in respect of a period during which but for this Act the landlord would be entitled to obtain possession . . . (2) Notwithstanding any agreement to the contrary, where the rent of any dwelling-house to which this Act applies is increased, no such increase shall be due or recoverable until or in respect of any period prior to the expiry of four clear weeks, or, where such increase is on account of an increase in rates, one clear week, after the landlord has served upon the tenant a valid notice in writing of his intention to increase the rent, which notice shall be in the form contained in the first schedule to this Act, or in a form substantially to the same effect." The first schedule to the Act stated that "The increase under head (*b*) will date from , being one clear week from the date of this notice, and the remaining increases from , being four clear weeks from the date of this notice." The County Court Judge gave a decision in favour of the defendant, holding that the notice to quit given in July was invalid. The landlord appealed.

HORRIDGE, J., said that the court could not interfere with the decision of the County Court Judge that the notice to quit given to the tenant by the landlord's agent in July, 1920, was insufficient to constitute a valid notice to quit. The notice of increase of rent must specify a date from which the landlord was entitled to the increased rent. The correct dates had not been specified in the July notice of increase, as no rent was recoverable until after the expiration of the valid notice to quit given in December. The dates were wrong and as they were an essential part of the notice, the notice in question was neither in the statutory form nor in a form substantially to the same effect, and was consequently invalid. The appeal must, therefore, be dismissed.

SHEARMAN, J., delivered judgment to the same effect.—COUNSEL: *A. H. Woolf; R. Woodfin.* SOLICITORS: *A. A. Hurner; S. Teff.*

[Reported by J. L. DENISON, Barrister-at-Law.]

WATERMAN *v.* **FRYER.** 10th November.

INFANT—CONTRACT—APPRENTICE—REPUDIATION OWING TO CONDUCT OF APPRENTICE—CONSENT BY INFANT TO RESCISSION NOT POSSIBLE UNLESS FOR HIS BENEFIT.

An infant, being desirous of terminating a contract, under which he was serving as an apprentice, persistently conducted himself in such an insubordinate manner that the position became intolerable, and his employer eventually sent him home and rescinded the contract.

Held, in an action brought on behalf of the infant for wrongful dismissal, that the contract could not be rescinded unless there was evidence that its rescission would be for the benefit of the infant apprentice.

This was an appeal from a decision of the judge of the county court at Portsmouth. The plaintiff was in September, 1919, received by the defendant as an apprentice in his business of motor and cycle engineer upon the terms set out in a document described as an indenture of apprenticeship, not executed as a deed, but signed by the defendant and the plaintiff's father with the plaintiff's knowledge and assent. By virtue of the arrangements made, the defendant obtained the benefit of the plaintiff's services at a wage considerably below the rate which, apart from the apprenticeship, they would have commanded. The complaint was that the defendant failed to give the plaintiff instruction in his business, and eventually, in breach of the contract dismissed him from his service. From the evidence before the county court judge, it appeared that the plaintiff and his father became dissatisfied after two or three months. The plaintiff was given the opportunity of learning the business in the ordinary course, but the grievance clearly was that he was earning very little money and would be doing so for four or five years The plaintiff became troublesome, and the defendant, realising that a continuance of the relations, whilst of no benefit to the plaintiff, would be injurious to his own business, offered to release the plaintiff altogether. This showed that he was not anxious to secure a servant at an inadequate rate of pay. The offer was declined. Eventually, however, the plaintiff's conduct caused the position to become intolerable, and on 23rd May, 1921, the defendant sent him home and wrote to his father renouncing the contract. The claim in the county court was under two heads: (1) failure to teach, and (2) repudiation and wrongful dismissal. The county court judge found that the answer to the first point was that the plaintiff had made teaching impossible, (see *Raymond* v. *Minton*, L.R.1, Ex. 244; *Ellen* v. *Topp* (6 Ex. 424)). On the second point, the county court judge referred to the judgment of Lord Coleridge, C.J., in *Freeth* v. *Burr* (L.R. 9, C.P. 208), in which he said "The true question is whether the acts and conduct of the parties evidence an intention no longer to be bound by the contract. Now non-payment on the one hand, or non-delivery on the other, may amount to such an act or may be evidence for a jury of an intention wholly to abandon the contract and set the other party free." Although the cases were sale of goods cases, the principle laid down was, in his opinion, of general application. He found that the plaintiff's conduct amounted to deliberate and advised repudiation and dismissed the action with costs. The following cases were also referred to: *Rex* v. *Inhabitants of Amesbury* (3 B. & Ald. 584); *Learoyd* v. *Brook* (1891, 1 Q.B. 431); *Winstone* v. *Linn* (1 B. & C. 460); *Wise* v. *Wilson* (1 C. & K. 662); *Westwick* v. *Theodor* (L.R. 10, Q.B. 224); *Phillips* v. *Clift* (4 H. & N. 168); *Cox* v. *Matthews* (2 F. & F. 397); *Mersey Steel Company* v. *Naylor Benzon & Co.* (9 App. Cas. 434). From this decision the plaintiff appealed.

HORRIDGE, J., in delivering judgment, said that in his opinion the proposition was laid down in *Rex* v. *Inhabitants of Great Wigston* (3 B. & C. 484) that an infant could not consent to a revocation of a contract unless the revocation was for the benefit of the infant (see page 486) where Abbott, C.J., said "If then it is for the benefit of the infant to bind himself an apprentice, it is impossible to say generally that it is for his benefit to dissolve such a connexion; such a position involves a contradiction. That being the general rule, we must inquire whether in the particular instance it is for the advantage of the infant to dissolve his apprenticeship." The plaintiff had, according to the decision of the county court judge, repudiated his contract with the defendant, and as this could not be done, unless it could be proved that the repudiation was for the benefit of the infant, the case must be remitted to the county court judge to find whether the repudiation would or would not be for the benefit of the apprentice. The case must be sent back on that question only. If he found that the repudiation was for the benefit of the infant, the defendant would succeed; if not, there would be judgment for the plaintiff.

SHEARMAN, J., delivered judgment to the same effect.—COUNSEL: *Stuart Bevan*, K.C. and *Slesser; Harold Morris*, K.C. and *Blake Odgers*. SOLICITORS: *Mills, Lockyer, Church & Evill; Joynson-Hicks & Co.* for *Lyndhurst G. Groves*, Portsmouth.

[Reported by J. L. DENISON, Barrister-at-Law.]

Court of Criminal Appeal.

REX *v.* FLORENCE SARAH FISHER. 14th November.

CRIMINAL LAW—INDICTMENT FOR LARCENY AS BAILEE—CONVICTION FOR OBTAINING JEWELLERY BY FALSE PRETENCES—EVIDENCE PROVING PRISONER GUILTY OF LARCENY—POWER OF COURT OF CRIMINAL APPEAL TO SUBSTITUTE ANOTHER VERDICT—CRIMINAL APPEAL ACT, 1907 (7 Edw. 7 c. 23), s. 5—LARCENY ACT, 1916 (6 & 7 Geo. 5, c. 50), s. 44 (3), (4).

Where a prisoner is indicted for larceny as a bailee, the jury may, under s. 44 of the Larceny Act, 1916, convict him of obtaining the goods by false pretences, provided the circumstances are such as to amount by statute to an acquittal of larceny. But where the evidence goes to prove the prisoner guilty of larceny, the Court of Criminal Appeal will quash a conviction of obtaining goods by false pretences. Section 5 of the Criminal Appeal Act, 1907, does not apply in such circumstances.

Appeal against conviction. The appellant was convicted at the Sheffield Quarter Sessions of obtaining jewellery by false pretences. She was sentenced to six months' imprisonment in the second division. She was tried on an indictment which charged her with larceny as a bailee. The particulars alleged that she, being a bailee of four diamond rings, the goods and chattels of one Moore, fraudulently took and converted them to her own use, and thereby feloniously stole them. To that indictment she pleaded not guilty. The appellant was the wife of a labourer in Sheffield. She had been carrying on an extensive trade by means of post-dated cheques which she obtained from friends, and her turnover ran into thousands of pounds in the course of a year's trading, and she owed many thousands of pounds. She had had many previous substantial dealings with the prosecutor, and she received the rings in question from the prosecutor on a statement by her that she had a customer who wished to make a selection from them. There was no intention that the property in the rings should pass to the appellant. The documents in the case established that fact, and they also showed that she stole the rings. The terms on which she obtained the rings were set out in a note called an approbation note. This document stated the price of the rings, that the appellant obtained them on approbation, and that they remained the prosecutor's property until invoiced by him to the appellant. The rings had not been invoiced to her. It was not true that she had any customer for the rings, and shortly after obtaining them she pledged them for less than the prices stated on the approbation note. On this evidence the jury acquitted the appellant on the charge of larceny as a bailee, but returned a verdict of guilty of obtaining goods by false pretences. By s. 44 of the Larceny Act, 1916, it is enacted by s-s. (3) that: "If, on the trial of any indictment for stealing, it is proved that the defendant took any chattel, money, or valuable security in question in any such manner as would amount in law to obtaining it by false pretences with intent to defraud, the jury may acquit the defendant of stealing and find him guilty of obtaining the chattel, money, or valuable security by false pretences, and thereupon he shall be liable to be punished accordingly." By s-s. (4) it is provided that "If on the trial of any indictment for obtaining any chattel, money, or valuable security by false pretences, it is proved that the defendant stole the property in question, he shall not by reason thereof be entitled to be acquitted of obtaining such property by false pretences." It was contended on behalf of the appellant that the jury had been misdirected; that there was no evidence that the appellant had obtained the rings by false pretences; that all the evidence clearly negatived false pretences and went to show that the appellant was guilty of larceny; that there was no passing of the property in the rings, and that the conviction ought to be quashed. On the other hand it was submitted by counsel for the Crown that the court had power to deal with the matter under s. 5 (2) of the Criminal Appeal Act, 1907, notwithstanding the fact that the conviction of the prisoner of false pretences was wrong. By s. 5 (2) of the Criminal Appeal Act, 1907 "Where an appellant has been convicted of an offence and the jury could, on the indictment, have found him guilty of some other offence, and on the finding of the jury it appears to the Court of Criminal Appeal that the jury must have been satisfied of facts which proved him guilty of that other offence, the court may, instead of allowing or dismissing the appeal, substitute for the verdict found by the jury a verdict of guilty of that other offence, and pass such sentence in substitution for the sentence passed at the trial as may be warranted in law for that other offence, not being a sentence of greater severity."

DARLING, J., delivered the judgment of the Court (Darling, Sankey and Branson, JJ.). He said that the appeal must be allowed. The appellant had been indicted for larceny as a bailee, and the particulars alleged that she, being the bailee of four diamond rings, the goods of the prosecutor, did fraudulently take and convert them to her own use and thereby feloniously stole them. By s. 44, s-s. (3), of the Larceny Act, 1916, on any indictment for larceny where it was proved that the prisoner took a chattel in a manner amounting in law to obtaining it by false pretences, the jury could have acquitted the prisoner of larceny and found a verdict that the prisoner was guilty of obtaining the chattel by false pretences. But if they acted under s-s. (3) of s. 44 of the Larceny Act, 1916, and found her guilty of obtaining the rings by false pretences, that meant an acquittal of larceny. In this case, however, it was perfectly plain that all the evidence, including all the documents, went to prove that the appellant was guilty of larceny of the rings, and not of obtaining them by false pretences, because the documents established that there was no intention that the property in them should pass. Therefore, an essential element of the offence of false pretences was absent. It was established that the property did not pass. The jury convicted the appellant of an offence which was in conflict with the evidence. In these circumstances, it had been contended by counsel for the Crown that the court ought to use the power given to it by s-s. (2) of s. 5 of the Criminal Appeal Act, 1907, which provided that where an appellant had been convicted of one offence and the jury could on the indictment have found him guilty of another offence, and it appeared to the court that on the jury's finding they must have been satisfied of facts which proved him guilty of that other offence, the court could, instead of allowing or dismissing the appeal, substitute for the verdict found by the jury, a verdict of guilty of that other offence, and pass such sentence in substitution for the sentence passed at the trial as might be warranted in law for that other offence, not being a sentence of greater severity. The jury in this case had to try the appellant on a charge of larceny, and they found her guilty of obtaining the goods by false pretences. That was a verdict which was contradicted by the evidence, and was inconsistent with her being guilty of larceny. Therefore, the court could not apply s-s. (2) of s. 5 of the Criminal Appeal Act, 1907, and the appeal must be allowed.—COUNSEL: *J. Willoughby Jardine* and *John Neal*; *J. H. Thorpe*. SOLICITORS: *Arthur Neal & Co., Sheffield*; *Director of Public Prosecutions*.

[Reported by T. W. MORGAN, Barrister-at-Law.]

Cases Reported

In 66 *Solicitors' Journal*, 15th October to 26th November.

For convenience we give a list of the cases reported in the present volume under separate Report pages, with reference to the pages in manner mentioned, *ante*, p. 92.

New Orders, &c.

New Trustee Investment.

NOTICE.

COLONIAL STOCK ACT, 1900 (63 & 64 Vict., c. 62.)

ADDITION TO LIST OF STOCKS UNDER SECTION 2.

Pursuant to Section 2 of the Colonial Stock Act, 1900, the Lords Commissioners of His Majesty's Treasury hereby give notice that the provisions of the Act have been complied with in respect of the undermentioned Stocks registered or inscribed in the United Kingdom :—

Government of New South Wales 6 per cent. Inscribed Stock, 1930-40.

The restrictions mentioned in Section 2, Sub-section (2), of the Trustee Act, 1893, apply to the above Stocks (see Colonial Stock Act, 1900, Section 2).

New County Courts Rules.

WORKMEN'S COMPENSATION ACT, 1906.

THE WORKMEN'S COMPENSATION RULES, 1921. DATED NOVEMBER 14, 1921.

1. These Rules may be cited as the Workmen's Compensation Rules, 1921, and shall be read and construed with the Consolidated Workmen's Compensation Rules, 1913, [S. R. & O., 1913, No 661], as amended (herein called the principal Rules), and the principal Rules shall have effect as amended by these Rules.

Summoning Medical Referee as Assessor under Schedule II, Paragraph 5.

2. The following words shall be inserted in Rule 55 of the principal Rules at the end of paragraph (1) thereof, viz. :—

"Such application shall be accompanied by two copies of an extract for the use of the assessor from the particulars annexed to the application for arbitration under the following heads, so far as applicable to the case in question, viz. :—particulars as to (1) the nature of the employment at the date of the accident ; (2) the date and place of accident ; (3) the nature of the work on which the workman was at the time engaged ; (4) the nature of the accident and cause of the injury ; (5) the nature of the injury ; (6) the incapacity for work whether total or partial and the estimated duration of the incapacity ; (7) the date of the death ; (8) the nature of the disease ; (9) the date of the disablement or suspension."

3. The following words shall be inserted in Rule 55 of the principal Rules at the end of paragraph (4) thereof, viz :—

"The registrar shall annex to the said summons for the use of the assessor one copy of the extract from the particulars received with the application as prescribed by paragraph (1) of this rule. If the judge shall think fit on his own motion to summon a medical referee as assessor, the registrar shall make and annex to the summons for the use of the assessor a copy of such of the particulars referred to in paragraph (1) of this rule as the judge may in his discretion direct."

4. Form 48 in the Appendix to the principal Rules is hereby annulled, and the following form shall stand in lieu thereof :—

"Form 48.

Summons to Medical Referee to sit as Assessor.

[*Title as in Request for Arbitration.*]

"The day of .

Sir,

You are hereby summoned to attend and sit with the Judge as an assessor at the court-house situate at on the day of , at the hour of in the noon. I enclose for your use as assessor an extract from the particulars annexed to the application for the arbitration.

I am, Sir,
Your obedient Servant,

To Registrar.

[*The Medical Referee.*]

N.B.—*Annex copy extract from particulars as required by Rule* 55 (1) and (4)."

We hereby submit these Rules to the Lord Chancellor.

Walworth H. Roberts. *J. W. McCarthy.*
T. C. Granger. *Arthur L. Lowe.*
W. M. Cann. *A. H. Coley.*
Edward Bray.

I allow these Rules, which shall come into force on the 1st day of January 1922.

Birkenhead, C.

The 14th day of November, 1921.

Orders in Council.

COUNTY COURT CHANGES.

Pursuant to Section 5 of the County Courts Act, 1903, &c., it is hereby ordered as follows :—

1. The Schedule to the County Courts Order in Council, 1904, as amended by the County Courts (Extended Jurisdiction) Order in Council, 1919, and the County Courts (Extended Jurisdiction) Order in Council, 1920, shall be further amended as follows :—

(i) In Circuit 6, (*a*) Liverpool is removed from the second column of the said Schedule, and (*b*) Ormskirk, Southport, St. Helens and Widnes are removed from the third column thereof.

(ii) In Circuit 19, (*a*) Buxton is removed from the second column of the said Schedule, and (*b*) Chapel-en-le-Frith and New Mills are removed from the third column thereof.

(iii) In Circuit 36, (*a*) Banbury is removed from the second column of the said Schedule, and (*b*) Brackley is removed from the third column thereof.

(iv) In Circuit 52, (*a*) Frome is removed from the second column of the said Schedule, and (*b*) Westbury is removed from the third column thereof.

2. This Order may be cited as the County Courts (Extended Jurisdiction) Order in Council, 1921, and shall come into operation on the 1st day of March, 1922, and the County Courts Order in Council, 1904, as amended, shall have effect as further amended by this Order.

21st November. [*Gazette*, 29th November.

It is hereby ordered, as follows :—

1. The County Court of Westmoreland held at Ambleside shall cease to be held at Ambleside, and shall be held at Windermere by the name of the County Court of Westmoreland held at Windermere, and from the 31st day of December, 1921, all powers and jurisdictions theretofore exercisable by the said Court held at Ambleside shall thenceforth be exercised by the said Court held at Windermere.

2. This Order shall come into operation on the 1st day of January, 1922, and the County Courts (Districts) Order in Council, 1899, shall have effect as amended by this Order.

21st November. [*Gazette*, 29th November.

THE MERCHANT SHIPPING (CONVENTION) ACT, 1914.

Whereas on the 20th day of January, 1914, an International Convention for the Safety of Life at Sea, and for purposes incidental thereto, was duly entered into by His Majesty and the other Signatory Powers more especially referred to and set out in the said Convention :

And whereas a Statute 4 and 5 Geo. V, c. 50, intituled "An Act to make such amendments of the law relating to Merchant Shipping as are necessary or expedient to give effect to an International Convention for the Safety of Life at Sea" (being the Convention above referred to) was passed on the 10th day of August, 1914, the short title of which is "The Merchant Shipping (Convention) Act, 1914" :

And whereas by Section 29, Sub-section 5, of the said Act, it was provided as follows :—

"This Act shall come into operation on the 1st day of July, 1915 :

"Provided that His Majesty may, by Order in Council, from time to time postpone the coming into operation of this Act for such period, not exceeding on any occasion of postponement one year, as may be specified in the Order" :

And whereas by divers Orders in Council the coming into operation of the said Act has been from time to time postponed, and now stands postponed, by virtue of an Order in Council of the 27th day of May, 1921, until the 1st day of January, 1922 :

And whereas His Majesty deems it expedient that the provisions of the said Act should be further postponed :

Now, therefore, His Majesty, by and with the advice of His Privy Council, in pursuance of the powers vested in Him by the above-recited provision, and of all other powers Him thereunto enabling, doth order, and it is hereby ordered, that the provisions of the Merchant Shipping (Convention) Act, 1914, shall be postponed from coming into operation until the 1st day of July, 1922.

21st November. [*Gazette*, 29th November.

Societies.

United Law Society.

A meeting was held in the Middle Temple Common Room on Monday, the 28th of November, 1921, Mr. C. P. Blackwell in the chair. Mr. F. H. Butcher, in the unavoidable absence of Mr. H. V. Rabagliati, moved: "That the principle of Government by the self-determination of peoples is incapable of practical application." Mr. T. Hynes replied. Messrs. Ivan Horniman, T. Jameson and Neville Tebbutt having spoken, Mr. Butcher replied. The motion was then put to the House and was carried by one vote.

The Bridgend District Law Society.

The Annual General Meeting of this Society was held at Bridgend on the 15th ult., when there was a good attendance of members.

The officers of the Society were elected for the ensuing year as follows: President, W. T. Gwyn, Cowbridge; Secretary, H. J. Randall, Bridgend; Treasurer, J. T. Howell, Bridgend.

Ordinary members of the Council: S. H. Stockwood, W. P. David, A. King Davies, H. Lewis.

The balance sheet and accounts were adopted and passed, and it was remarked that the Society, although one of the smallest, if not actually the smallest, in the Kingdom, was maintaining an extensive law library, including a complete set of Law Reports. The Society now comprises all solicitors practising in this district, without exception, and for some years it has been able to maintain a minimum scale of charges which has been loyally observed by all the members. A considerable number of general items of business was also discussed at the meeting, including the instructions to be given to the delegate at the forthcoming meeting of the Associated Provincial Law Societies.

Law Students' Journal.

Law Society Prizes.

AWARDS FOR 1921.

The Law Society announces the award of the following special prizes open to candidates at the final examinations in 1921:—

THE SCOTT SCHOLARSHIP.—John Ireland Eager having, in the opinion of the Council, shown himself best acquainted with the Theory, Principles, and Practice of Law, they have awarded to him the Scholarship founded by the late Mr. James Scott, of Lincoln's Inn Fields. Mr. Eager served his articles of clerkship with Mr. Percy George Eager, of Horsham; and was placed first in First Class Honours in June, 1921, and obtained the Daniel Reardon and the Clement's Inn Prizes.

THE BRODERIP PRIZE FOR REAL PROPERTY AND CONVEYANCING.—John Ireland Eager having, in the opinion of the Council, shown himself best acquainted with the Law of Real Property and the Practice of Conveyancing, otherwise passed a satisfactory examination, and attained honorary distinction, they have awarded to him the prize, consisting of a gold medal, founded by the late Mr. Francis Broderip, of New-square, Lincoln's-inn. Mr. Eager served his articles of clerkship as above stated. Cyril James Newman having passed second in order of merit and otherwise passed a satisfactory examination and attained honorary distinction, the Council have awarded to him the gold medal withheld in the year 1918. Mr. Newman served his articles of clerkship with Mr. Joseph Henry Bate, of the firm of Messrs. Allington, Hughes & Bate, of Wrexham, and was placed first in First Class Honours in March, 1921, and obtained the Daniel Reardon and Clement's Inn Prizes.

THE CLABON PRIZE.—John Ireland Eager having, in the opinion of the Council, shown himself best acquainted with the Principles and Practice of Equity, and otherwise passed a satisfactory examination, they have awarded to him the prize founded by the late Mr. John Moxon Clabon, of Great George-street, Westminster. Mr. Eager served his articles of clerkship as above stated.

LOCAL PRIZES.

THE TIMPRON MARTIN PRIZE FOR LIVERPOOL STUDENTS.—Thomas John Hughes, who served two-thirds of his period of service in Liverpool, passed the test examination, and was awarded Honours in the First or Second Class, the Council have awarded to him the gold medal founded by the late Mr. Timpron Martin, of Liverpool. Mr. Hughes served his articles of clerkship with Mr. Frederick Morton Radcliffe, of Liverpool, and obtained Second Class Honours in June, 1921.

THE ATKINSON CONVEYANCING PRIZE FOR LIVERPOOL OR PRESTON STUDENTS.—Thomas John Hughes, Liverpool, who served two-thirds of his period of service in Liverpool, having shown himself best acquainted with the Law of Real Property and the Practice of Conveyancing, otherwise passed a satisfactory examination, and attained honorary distinction, the Council have awarded to him the gold medal founded by the late Mr. John Atkinson, of Liverpool. Mr. Hughes served his articles of clerkship as above stated.

THE RUPERT BREMNER MEDAL FOR LIVERPOOL STUDENTS.—Thomas Norman Wrench, who served two-thirds of his period of service in Liverpool, having shown himself best acquainted with the Principles of Law and Procedure in the matters usually determined or administered in the King's Bench Division of the High Court of Justice and in Bankruptcy, passed a satisfactory examination, and attained honorary distinction, the Council have awarded to him the Rupert Bremner Prize, consisting of a gold medal, founded in memory of the late Mr. Rupert Bremner, of Liverpool. Mr. Wrench served his articles of clerkship with Mr. Arthur James Wardle, of the firm of Messrs. Lowndes, Lloyd, Hilton & Wardle, of Liverpool.

THE BIRMINGHAM LAW SOCIETY'S GOLD MEDAL.—The examiners reported that there was no candidate qualified to take this prize.

THE BIRMINGHAM LAW SOCIETY'S BRONZE MEDAL.—James Aloysius Dierick Leonardt having, from among the candidates who have passed two-thirds of their term of service with a member of the Birmingham Law Society, and who have not taken the Society's gold medal, attained honorary distinction in the Second Class, the Council have awarded to him the bronze medal of the Birmingham Law Society. Mr. Leonardt served his articles of clerkship with Mr. Sidney Stuart Guest (deceased), of the firm of Messrs. Thomas, Guest & Pearson; and Mr. George Arthur Charles Pettitt, of the firm of Messrs. Foster & Co., both of Birmingham; and obtained Second Class Honours in October, 1921.

THE STEPHEN HEELIS PRIZE FOR MANCHESTER AND SALFORD STUDENTS.—Richard William Francis, who served two-thirds of his period of service in Manchester, having passed the best examination and attained honorary distinction, the Council have awarded the gold medal founded in memory of the late Mr. Stephen Heelis, of Manchester. Mr. Francis served his articles of clerkship with Mr. Alexander Henry Drummond Lawson, of the firm of Messrs. Lawson, Coppock & Hart, of Manchester. Anthony Herbert Gardner, who served two-thirds of his period of service in Manchester, having passed second in order of merit and attained honorary distinction, the Council have awarded to him the gold medal which was withheld in the year 1920 owing to there being no candidate qualified to take the prize. Mr. Gardner served his articles of clerkship with Sir William Cobbett, of the firm of Messrs. Cobbett, Wheeler & Cobbett, of Manchester.

THE MELLERSH PRIZE.—Mr. Sidney Charles Diplock having, from among the candidates who have been articled in the Counties of Surrey and Sussex, or who are the sons of solicitors who have resided and practised in either of those counties, shown himself best acquainted with the Law of Real Property and the Practice of Conveyancing, the Council have awarded to him the prize founded by the late Mr. Robert Edmund Mellersh, of Godalming. Mr. Diplock served his articles of clerkship with Sir Charles Augustus Woolley, of the firm of Messrs. A. C. Woolley & Bevis, of Brighton, and was awarded Third Class Honours in June, 1921.

Law Students' Debating Society.

At a meeting of the Society held at the Law Society's Hall on Tuesday, the 29th ult. (Chairman, Mr. C. W. Bower), the subject for debate was: "That in the opinion of this House the interests of justice in this country would be served by the abolition of the non-professional bench and the substitution therefor of stipendiary magistrates." Mr. H. E. Crane opened in the affirmative. Mr. D. L. Strellett opened in the negative. The following members also spoke: Messrs. H. M. R. Pothecary, L. J. Bedwell, Peter Anderson, E. P. Bennett, J. F. Chadwick, W. S. Jones, G. E. Tunnicliffe, J. J. B. Rutter (visitor), and C. V. Packman. The opener having replied, the motion was carried by three votes. There were 21 members and three visitors present.

Obituary.

Mr. George Whitcombe.

We regret to announce the death, which took place at his residence, Wotton Elms, Gloucester, on Wednesday afternoon, 23rd November, of Mr. George Whitcombe. The deceased gentleman, who was born in 1834, was Gloucester's oldest solicitor, having been admitted in 1857. His grandfather was Sir Samuel Whitcombe, and he was the second son of Mr. John Aubrey Whitcombe, who practised law in Gloucester in partnership with the late Mr. Helps. In 1858 Mr. Whitcombe was admitted to partnership in the firm, which until 1861 carried on the practice as Whitcombe, Helps and Whitcombe, in Barton Street. In that year Mr. Whitcombe and his father removed to College Green, and practised as Whitcombe & Son, Mr. Helps taking his son into partnership and remaining in Barton Street. After his father retired Mr. Whitcombe carried on for some time as Whitcombe and Company, and about the year 1885 he was joined by Mr. E. T. Gardom, and in 1892 by Mr. Nigel D. Haines, the firm being styled Whitcombe, Gardom & Haines. In 1894 Mr. Gardom was appointed Clerk to the Gloucestershire County Council, and left the firm which has been known as Whitcombe & Haines. In 1913 Mr. Eric F. T. Fowler was taken into the partnership and in the same year Mr. Whitcombe retired. Mr. Haines retired in 1916 and upon Mr. Fowler's return from active service, the firm of Scott and Fowler was formed and still carry on the practice. The office of clerk to the Dean and Chapter of Gloucester Cathedral ran in the Whitcombe family for many years, from 1787 when Mr. G. F. Whitcombe was appointed. He was followed by Mr. A. J. Whitcombe in 1816 and Mr. George Whitcombe succeeded to the clerkship in 1861, holding it until 1913.

Mr. Whitcombe during the greater part of his life resided within the city boundary, and took a practical interest in the administration of the Rural District Council and Board of Guardians from 1863. He was also connected with many philanthropic and charitable institutions in Gloucester and was a Freeman of the City.

Despite his many activities Mr. Whitcombe found time for sport, and could boast of 60 years' connection with the Berkeley Hunt. For 37 years he held the hon. secretaryship of the Hunt, retiring in 1911, when the followers of the Hunt made practical acknowledgment of his long service by presenting him with a silver ewer and cover, the original of which was part of the booty taken from the Spanish Armada. He was also the recipient of a silver 18-inch salver inscribed as follows: "Presented to George Whitcombe, Esq., by members of the Berkeley Hunt in recognition of his 37 years' service as Hon. Secretary of the Hunt, April 19th, 1911."

Mr. Whitcombe who was twice married is survived by his second wife. He had two daughters by his first wife, the late Mrs. Nigel Haines, who died in 1917, and Mrs. E. H. Waddy, wife of Dr. E. H. Waddy, of Brunswick Road, Gloucester.

Legal News.

Appointments.

Sir D. PLUNKET BARTON, K.C., has been elected Treasurer of the Honourable Society of Gray's Inn for the year 1922 in succession to Mr. Justice Greer. Sir Plunket Barton was Solicitor-General and Judge of the High Court of Justice in Ireland, and after his retirement from the Irish Bench in 1918 he was appointed a Chairman of the Industrial Court and is now a member of the War Compensation Court.

Mr. H. F. DICKENS, K.C., the Common Serjeant, has been elected Treasurer of the Inner Temple for 1922, and Mr. W. J. DISTURNAL, K.C., and Mr. G. THORN DRURY, K.C., have been elected Masters of the Bench.

General.

Mr. Herbert Francis Chadwick, of Lyndhurst, Dewsbury, Yorks, solicitor, left estate of the gross value of £10,856.

A complimentary dinner to His Honour Judge Sir Walworth Roberts is to be held on Friday, 16th December. Members of both branches of the profession who would like to be present are requested to communicate with the Honorary Secretary, Mr. F. A. Holt, 4, Essex Court, Temple.

Dr. Percy Henry Winfield has been elected to a Fellowship at St. John's College and appointed College Lecturer in Law. Dr. Winfield has contributed numerous articles to the law journals and is the author of two important books which have lately been published by the Cambridge University Press.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date		Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Peterson.
Monday	Dec. 5	Mr. Jolly	Mr. Bloxam	Mr. Synge	Mr. Garrett
Tuesday	6	More	Hicks-Beach	Garrett	Synge
Wednesday	7	Synge	Jolly	Synge	Garrett
Thursday	8	Garrett	More	Garrett	Synge
Friday	9	Bloxam	Synge	Synge	Garrett
Saturday	10	Hicks-Beach	Garrett	Garrett	Synge
Date		Mr. Justice Sargant.	Mr. Justice Russell.	Mr. Justice Astbury.	Mr. Justice P. O. Lawrence
Monday	Dec. 5	Mr. Hicks-Beach	Mr. Bloxam	Mr. More	Mr. Jolly
Tuesday	6	Bloxam	Hicks-Beach	Jolly	More
Wednesday	7	Hicks-Beach	Bloxam	More	Jolly
Thursday	8	Bloxam	Hicks-Beach	Jolly	More
Friday	9	Hicks-Beach	Bloxam	More	Jolly
Saturday	10	Bloxam	Hicks-Beach	Jolly	More

Winding-up Notices.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.
CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette.—FRIDAY, November 25.

CHADWICK BROTHERS (DEWSBURY) LTD. Jan. 6. H. H. Smith, Fairfield House, Staincliffe-rd., Dewsbury.
P. B. BROWN AND COMPANY LTD. Dec. 20. H. Marshall, 18, Union-rd., Underbank, Stockport.
THAMES BALLAST LTD. Dec. 10. A. Dangerfield, 56, Cannon-st., E.C.
SOUTH EAST PROPERTIES LTD. Dec. 12. W. Peet, 37-40 Mark-la.
BIRKENHEAD PARK FOOTBALL CLUB CO. LTD. Dec. 30. A. C. Stewart, 26, North John-st., Liverpool.

London Gazette.—TUESDAY, November 29.

GOODS (STOCKPORT) LTD. Dec. 16. Frank Meggison, 12, St. Peter's-sq., Stockport.
RE BASSETT (SALFORD) LTD. Dec. 10. A. Yearsley, 27, Brazennose-st., Manchester.
MACNAUGHTAN & CO LTD. Dec. 31. C. H. Nathan, 28, Norfolk-st., Strand.
THOMAS & MORRIS LTD. Dec. 14. Joseph Smith, 2, Tyrrel-st., Bradford.
ENGINEERING DEPOTS LTD. Dec. 31. C. H. Wells, 21, Fargate, Sheffield.
THE SUCCESS FILMS LTD. January 1. H. J. Collier, c/o. Dickin and Jones, 37, Moorfields, Liverpool.
PARKINS COLLIERY CO. LTD. Jan. 31. Frank Halsall, 104, King-st., Manchester.
THE YORKSHIRE WAREHOUSE CO. (SHEFFIELD) LTD. Dec. 14. J. S. Hancock, 57, Surrey-st., Sheffield.
HANCOCK, WRIGHT & CO. LTD. Dec. 12. W. Lacon Threlford, 120, London Wall, London, E.C.2.
THE MIDLAND PATTERN MAKING CO. LTD. Forthwith. E. H. B. Butler, 4, Foregate-st., Worcester.
THE MANCHESTER TRUST LTD. Dec. 31. H. W. Richards, 33, Spring-gdns., Manchester.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, November 25.

S. T. J. Cinemas Ltd.
Empire Clothing and Supply Co. Ltd.
A. G. Beacon & Co. Ltd.
The Leonard Willoughby Co. Ltd.
British Colonial Trading Co. (Hull) Ltd.
Thames Ballast Ltd.
Re Hilton Brothers Ltd.
South East Properties Ltd.
Simplex Rubber Co. Ltd.
Bath Cattle Warranty Association Ltd.
New Jersey Co. Ltd.
Circulators Ltd.
The Alliance Mortgage and Investment Co. Ltd.
Transco Services Ltd.
B. L. Boyle and Co. Ltd.
Carlisle Citadel Co. Ltd.
Penlan Colliery Co. Ltd.
E. Thornton & Co. Ltd.
Holmes Transport Ltd.
Columbia Naval Stores Co. Ltd.
Henry J. Spiller & Son Ltd.

London Gazette.—TUESDAY, November 29.

The Devon Ball Clay Company Ltd.
Nicolls Private Hotel Ltd.
W. P. Simpson & Co. Ltd.
British Re-Insurances Ltd.
Goods (Stockport) Ltd
F. J. Phillips & Hause Ltd.
North Wales Shipping Co. Ltd.
Buck's Fleet Motors Ltd.
Success Films Ltd.
L. H. Morgan Ltd.
Saper & Guin Ltd.
The M.F. Exploration Co. Ltd.
Lincoln Odd Fellows' Hall Co. Ltd.
The Manchester Trust Ltd.
Parkins Colliery Co. Ltd.
Barrett Brothers Ltd.
Defiance Supplies Co. Ltd.
Universal Machinery Corporation Ltd.
Electrical and Engineering Development Ltd.
Lewis Anthony Co. Ltd.
Newbury Public Coffee House Co. Ltd.
A. & J. Zimmerman Ltd.
A. Scriven & Sons Ltd.
Portishead Golf Club Ltd.
Biden & Co. Ltd.
Hitchcock, Ramsden & Pearce Ltd.
Hancock Wright & Co. Ltd.
Miriograph Co. Ltd.
The Uxbridge Knitting Co. Ltd.
The Cabinet Co. (South Lambeth) Ltd.

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette.—FRIDAY, November 25.

ABRAMOVITCH, TOBIAS, Hove. Brighton. Pet. Nov. 21. Ord. Nov. 21.
BALL, JOHN, Withiel, Cornwall. Truro. Pet. Nov. 21. Ord. Nov. 21.
DE BEER, ROBIN B., East Twickenham. Brentford. Pet. Nov. 1. Ord. Nov. 22.
BLOUNT, THOMAS, Oldbury. West Bromwich. Pet. Nov. 21. Ord. Nov. 21.
BROUGHAM, the Hon. HENRY, St. James. High Court. Pet. Oct. 24. Ord. Nov. 22.
BURGESS, GEORGE H., Rhos-on-Sea. Bangor. Pet. Nov. 23. Ord. Nov. 23.
CARTER, WILLIAM M., Congleton. Macclesfield. Pet. Nov. 22. Ord. Nov. 22.
CHARLES, ALLEN A. H., Manchester-sq. High Court. Pet. Oct. 7. Ord. Nov. 22.
CLARE, FREDERICK J., Liverpool. Liverpool. Pet. Oct. 28. Ord. Nov. 23.
CLARK, D. G. P., Finchley-rd. High Court. Pet. Sept. 23. Ord. Nov. 22.
CRAKE, ARTHUR B. & CO., Bermondsey-st. High Court. Pet. Oct. 25. Ord. Nov. 22.
CROWE, F. AND CO., Walthamstow. High Court. Pet. Oct. 18. Ord. Nov. 22.
CURTIS, CHARLES H., Bingham, Notts. Nottingham. Pet. Nov. 16. Ord. Nov. 19.
EDEN, GEORGE, Pontnewynydd. Newport (Mon.) Pet. Nov. 23. Ord. Nov. 23.
EDWARDS, ALFRED H., Abertridwr, Glam. Pontypridd. Pet. Nov. 21. Ord. Nov. 21.
EDWARDS, GEORGE E., Kendal. Blackpool. Pet. Nov. 18. Ord. Nov. 18.
EUSTON, FRANK, Ryder-st. High Court. Pet. Sept. 27. Ord. Nov. 22.
EWEN, JOHN D., Brighton. Brighton. Pet. Oct. 25. Ord. Nov. 22.
FANTHAM, JOHN W., Penrhiwceiber, Glam. Pontypridd. Pet. Nov. 21. Ord. Nov. 21.
FEAST, SOLOMON, Newark-st., E. High Court. Pet. Oct. 21. Ord. Nov. 22.
GOLDBERG, ABRAHAM, Farleigh-rd., N.11.; GOLDBERG, LOUIS, Stamford Hill, N., and GOLDBERG, AARON, Stamford Hill, N. High Court. Pet. Nov. 22. Ord. Nov. 23.
GOODYEAR, FREDERICK J., Egremont. Birkenhead. Pet. Nov. 22. Ord. Nov. 22.
HEAP, JAMES, Darwen. Bolton. Pet. Nov. 1. Ord. Nov. 16.
HUGHES, CHARLES, St. Helens. Liverpool. Pet. Nov. 21. Ord. Nov. 21.
HUGHES, C. H., Winkleigh, Devon. Plymouth. Pet. Oct. 7. Ord. Nov. 22.
LOMAX, FREDERICK, Moseley. Birmingham. Pet. Nov. 22. Ord. Nov. 22.
LOVERIDGE, JOSEPH, Winchester. Winchester. Pet. Nov. 23. Ord. Nov. 23.
MERRIFIELD, P., Leyton. High Court. Pet. Oct. 25. Ord. Nov. 23.
NEWTON, CHARLES M., Boston Spa. Harrogate. Pet. Nov. 21. Ord. Nov. 21.
ORRELL-JONES, GEORGE, Ealing. Brentford. Pet. Oct. 29. Ord. Nov. 22.
PATCHETT, FRANK, Shipley. Bradford. Pet. Nov. 23. Ord. Nov. 23.
PEACOCK, GEORGE E., Sheffield. Sheffield. Pet. Nov. 23. Ord. Nov. 23.
PHIPPS, ARCHIBALD H. the Elder and PHIPPS, ARCHIBALD H., the Younger, Tutbury. Burton-on-Trent. Pet. Nov. 5. Ord. Nov. 22.
PICKERING, STANLEY, Kingston-upon-Hull. Kingston-upon-Hull. Pet. Nov. 21. Ord. Nov. 21.
RAWSTHORNE, THOMAS, West Bromwich. West Bromwich. Pet. Nov. 21. Ord. Nov. 21.
REES, DAVID, S., Pontyberem. Carmarthen. Pet. Nov. 23. Ord. Nov. 23.
ROWE, HERBERT, West Hartlepool. Sunderland. Pet. Nov. 21. Ord. Nov. 21.
SPIRRELL, JAMES, Pilton, Somerset. Wells. Pet. Nov. 22. Ord. Nov. 22.
STICKNEY, ALFRED H., Humbleton. Kingston-upon-Hull. Pet. Nov. 22. Ord. Nov. 22.
TAYLOR, ALFRED, Carmarthen. Carmarthen. Pet. Nov. 22. Ord. Nov. 22.
TAYLOR, HARRY, Leicester. Leicester. Pet. Nov. 21. Ord. Nov. 21.
TRAVERS, GORDON R., Cheadle Heath. Manchester. Pet. Nov. 21. Ord. Nov. 23.
TURNER, R., Fareham. Portsmouth. Pet. Nov. 4. Ord. Nov. 22.
TYLER, HENRY G., Wiveliscombe. Taunton. Pet. Nov. 22. Ord. Nov. 22.
WALKER, CLIFFORD, Wakefield. Wakefield. Pet. Nov. 23. Ord. Nov. 23.
WALTERS, MAUDE J., Mountain Ash. Aberdare. Pet. Nov. 21. Ord. Nov. 21.
WATSON, MARY, Birmingham. Birmingham. Pet. Nov. 7. Ord. Nov. 21.
WITHERS, JOSEPH T., West Bromwich. West Bromwich. Pet. Nov. 21. Ord. Nov. 21.

London Gazette.—TUESDAY, November 29.

ARON, JEAN S., New Bond-st. High Court. Pet. Nov. 24. Ord. Nov. 24.
BONSER, DONALD, Harrogate. Harrogate. Pet. Nov. 10. Ord. Nov. 25.
BOWLES, ELLEN, Manchester. Manchester. Pet. Nov. 24. Ord. Nov. 24.
BURDON, WILLIAM, Birtley. Newcastle-upon-Tyne. Newcastle-upon-Tyne. Pet. Nov. 21. Ord. Nov. 21.
DENHAM, MARY L. L., Bishop Auckland. Durham. Pet. Nov. 25. Ord. Nov. 25.
DONEGAN, JAMES J., Linthorpe. Middlesbrough. Pet. Nov. 25. Ord. Nov. 25.
EDWARDS, ELIZA H., Great Ness, Salop. Shrewsbury. Pet. Nov. 18. Ord. Nov. 22.
ELLIOTT, ANNIE (Widow), Ketton, Rutland. Peterborough. Pet. Nov. 25. Ord. Nov. 25.
FITZGIBBON, FRANCIS, St. James's-st. High Court. Pet. Oct. 13. Ord. Nov. 25.
FRASER, JAMES, Shaftesbury-avenue. High Court. Pet. July 18. Ord. Nov. 25.
GARLICK, FRANK E., Blagdon. Wells. Pet. Nov. 25. Ord. Nov. 25.
GOULDING, ROBERT, Spalding. Peterborough. Pet. Nov. 24. Ord. Nov. 24.
GREGORY, WILLIAM, Sutton-in-Ashfield. Nottingham. Pet. Nov. 25. Ord. Nov. 25.
HOCKNALL, HARRY B., Hereford. Hereford. Pet. Oct. 19. Ord. Nov. 25.
JAMES, JOHN C., Sloane-st. High Court. Pet. Oct. 24. Ord. Nov. 23.
JOHNSON, JOHN, Rhuddlan. Bangor. Pet. Nov. 18. Ord. Nov. 26.
KING, JOHN L. Newcastle-upon-Tyne. Newcastle-upon-Tyne. Pet. Nov. 2. Ord. Nov. 23.
KIRK, ARTHUR, Letchworth. Wandsworth. Pet. Oct. 21. Ord. Nov. 24.
LEATHER, JOHN F., Mitcham. Croydon. Pet. June 6. Ord. Nov. 24.
LEATHER, MATTHEW, Mitcham. Croydon. Pet. June 6. Ord. Nov. 24.
LEDGE, WILLIAM E., Plymouth. Plymouth. Pet. Nov. 24. Ord. Nov. 24.
LEVERTON, EDITH W., Littlehampton. Brighton. Pet. Nov. 8. Ord. Nov. 24.
MESSER, ERNEST, Jermyn-st. High Court. Pet. Oct. 17. Ord. Nov. 23.
MORGAN, PERCY, Brimfield. Leominster. Pet. Nov. 25. Ord. Nov. 25.
NEAVE, GEORGE, Barrow-in-Furness. Barrow-in-Furness. Pet. Nov. 26. Ord. Nov. 26.
NOBLE, BERTIE E., Beighton. Sheffield. Pet. Nov. 25. Ord. Nov. 25.
PANTON, JOSEPH, Great Grimsby. Great Grimsby. Pet. Nov. 26. Ord. Nov. 26.
PLOWS, EDMUND, Leeds. Leeds. Pet. Nov. 24. Ord. Nov. 24.
POWIS, MIRIAM, Wolverhampton. Wolverhampton. Pet. Nov. 25. Ord. Nov. 25.
RANDALL, HERBERT D., Sheffield. Sheffield. Pet. Nov. 25. Ord. Nov. 25.
SANDERS, JOHN, Exeter. Exeter. Pet. Nov. 25. Ord. Nov. 25.
SAVILLE, SYDNEY, Hampstead. High Court. Pet. Aug. 10. Ord. Nov. 24.
SELT, L. (male), Moorfields, E.C. High Court. Pet. Nov. 11. Ord. Nov. 24.
SHAW, RICHARD C., Friskney. Boston. Pet. Nov. 26. Ord. Nov. 26.
SIMMONS, BENJAMIN C. T., Rotherhithe. High Court. Pet. Nov. 25. Ord. Nov. 25.
SKERRITT, LUCY, York. York. Pet. Nov. 22. Ord. Nov. 22.
SMITH, J., & SON, Central-st., E.C. High Court. Pet. Oct. 19. Ord. Nov. 24.
STOLLER, ISRAEL, Turner-st., E. High Court. Pet. Nov. 24. Ord. Nov. 24.
TAYLOR, ARTHUR R., Walsall. Walsall. Pet. Nov. 24. Ord. Nov. 24.
UNSWORTH, HENRY, Liverpool. Liverpool. Pet. Nov. 25. Ord. Nov. 25.
WALMSLEY, THOMAS, Manchester. Manchester. Pet. Oct. 28. Ord. Nov. 24.
WARDEN, EDWARD, Foster-la., E.C. High Court. Pet. July 27. Ord. Nov. 24.
WATSON, TOM, Duchess-st., Portland-pl. High Court. Pet. Oct. 17. Ord. Nov. 24.
WEEKS, JOSHUA, Cwm, Mon. Tredegar. Pet. Nov. 26. Ord. Nov. 26.
WHITAKER, SAMUEL, Shipley. Bradford. Pet. Nov. 24. Ord. Nov. 24.

Amended Notice substituted for that published in the *London Gazette* of Nov. 22, 1921.

ROBERSON, THOMAS McM., Sunderland. Sunderland. Pet. Nov. 16. Ord. Nov. 16.

THE North Wales Commercial Association are able to give immediate attention to all matters entrusted to their Lay Agency. Writs, summonses and status reports dealt with same day.—249, High-street, Bangor; Strand Buildings, Colwyn Bay; The Accounting Offices, Conway; 1, Bank-street, Wrexham.

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LAW CLERK required in conveyancing department of City Solicitor's office; good knowledge of company work.—Write, stating age, experience and salary required, to "W.O.," c/o J. W. Vickers & Co., Ltd, 5, Nicholas-lane, E.C.4.

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